

GUARANTEED MAXIMUM PRICE AMENDMENT #2

THIS GMP AMENDMENT, made this 8th day of May in the year of 2019, is March executed between:

The **Owner:** The City of Fayetteville

and **Construction Manager:** Metcon

for the **Project:** Construction of Senior Center West in Fayetteville ("Project") pursuant to an Agreement between Owner and Construction Manager dated July 1, 2018 ("Project Construction Agreement").

WITNESSETH

WHEREAS the Owner has published a Request for Proposals seeking the submission of competitive proposals to act as a Construction Manager at Risk to furnish professional construction management services during the design and construction of the Project identified and described in that Request for Proposals; and,

WHEREAS, the undersigned Construction Manager submitted a competitive proposal that was evaluated by the Owner; and,

WHEREAS, the Owner has made an award of the Work to the undersigned Construction Manager, and pursuant to the terms of the Request for Proposals this form is to be executed to form and memorialize the contractual relationship between the parties;

NOW THEREFORE, Construction Manager and the Owner agree as follows:

1. Upon execution of this GMP Amendment, this GMP Amendment will be incorporated into the Construction Management Agreement and become a part thereof.
2. For the sums set forth in the Construction Management Agreement, Construction Manager undertakes to furnish professional construction management services during the construction of the Project.
3. The providing of Construction Manager services will be in compliance with the provisions of the Project Construction Agreement and, to the extent that any term, requirement, or specification in this GMP Amendment will be in conflict with the Project Construction Agreement, the order of priority set forth in the Project Construction Agreement will control how any such conflicts are resolved.

4. That Construction Manager will commence provision of construction phase services under the Project Construction Agreement on a date to be specified in a written order of the Owner (Notice to Proceed) and will fully complete all services hereunder and accomplish the final completion of the project within [190] consecutive calendar days from the date of Notice to Proceed. Construction Manager will furnish to the Owner various schedules as provided in the Construction Documents setting forth planned progress of the project broken down by the various divisions or part of the Work and by calendar days.
5. It is further mutually agreed between the parties hereto that if at any time after the execution of this GMP Amendment and the surety bonds hereto attached for its faithful payment and performance, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, Construction Manager shall, at its expense, within five (5) days after the receipt of 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 will be satisfactory to the Owner. In such event no further payment to Construction Manager will be deemed to be due under this GMP Amendment until such new or additional security for the faithful performance of the Work will be furnished in manner and form satisfactory to the Owner.
6. The scopes included with this amendment are intended to initiate the Final GMP. This Preliminary GMP will cover the costs associate with the Tiling, Flooring, Signage, Swimming Pool, Fire Suppression, Plumbing. The list of attachments included to enumerate the scope are as follows:

- F1 – Amendment Summary 5-8-19
- F2 – Scopes of Work
- F3 – Tiling Bid Form
- F4 – Flooring Bid Form
- F5 – Signage Bid Form
- F6 – Swimming Pool Bid Form
- F7 – Fire Suppression Bid Form
- F8 – Plumbing & HVAC Combined Bid Form
- F9 – Electrical Bid Form
- F10 – Summary of Probable Balance of Work

7. Preliminary Guaranteed Maximum Price #2
Cost of work (Pre-Engineered Metal Building)

Direct Construction Costs	\$ 2,242,157.11
General Conditions	\$ (Inc. in Fee)
Construction Manager's Bonds and Insurance	\$ 59,701.92
Allowances	\$ 0
Construction Phase Fee & General Conditions	\$ 284,294.85
Construction Manager's Contingency	<u>\$ 67,264.71</u>
Amendment #1 Adjustment	(\$2,650,76)
Total Preliminary GMP #2 <u>(amendment #2 contracted value)</u>	<u>\$2,650,767.83</u>
Amendment #1	\$ 481,723.32
Probable Balance of Guaranteed Maximum Price	\$ 3,545,624.16
Total Projected Guaranteed Maximum Price	\$ 6,690,608.00

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and date first above written in four (4) counterparts, each of which will without proof or accounting for other counterparts, be deemed an original contract.

Construction Manager: [_____]

By: _____ Name:
Title: _____ (Owner, Partner, or Corp.
Pres. or Vice Pres. only)
(CORPORATE SEAL)

WITNESS: [_____]

By: _____ Name:
Title: _____ (Corporate Sec. or Asst. Sec. only)

WITNESS: **CITY OF FAYETTEVILLE**

_____ By: PAMELA MEGILL, City Clerk
DOUGLAS J. HEWETT, ICMA-CM,
City Manager

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

JAY TOLAND, CFO
City of Fayetteville

GMP AMENDMENT SUMMARY

May 8, 2019

Bid Package Description		METCON Jan 24, 2019 Estimate	GMP AMEND #1	CORRECTION TO AMEND #1	GMP AMEND #2
(BP015000)	General Trades	\$77,000			
(BP017423)	Final Cleaning	\$0			
(BP033000)	Cast-in-Place Concrete	\$248,628			
(BP042000)	Unit Masonry	\$81,880			
(BP051000)	Structural Steel	\$79,500			
(BP061000)	Rough Carpentry	\$0			
(BP064000)	Architectural Woodwork	\$63,875			
(BP071000)	Insulation	\$40,000			
(BP074600)	Siding	\$89,760			
(BP075100)	Roofing Turnkey	\$16,500			
(BP079000)	Caulking, Joint Sealants & Air Barriers	\$10,000			
(BP081000)	Doors and Frames	\$86,300			
(BP083300)	Coiling Doors and Grilles	\$0			
(BP084000)	Entrances, Storefronts, and Curtain Walls	\$67,825			
(BP092000)	Plaster and Gypsum Board	\$618,136			
(BP093000)	Tiling	\$57,309			\$57,309.00
(BP095000)	Ceilings	\$0			
(BP095113)	Acoustical Panel Ceilings	\$55,410			
(BP096000)	Flooring	\$171,939			\$171,939.11
(BP099100)	Painting	\$53,537			
(BP100000)	Specialties	\$36,475			
(BP101400)	Signage	\$13,194			\$13,194.00
(BP102200)	Partitions	\$68,835			
(BP105000)	Storage Specialties	\$9,000			
(BP120000)	Window Treatments				INC W/ SOFT COST
(BP130000)	PEMB - Erection	\$145,000	\$145,000.00		
(BP130000)	PEMB - Furnish	\$259,820	\$259,819.63		
(BP131100)	Swimming Pools	\$395,641			\$395,641.00
(BP210000)	Fire Suppression	\$54,900			\$54,900.00
(BP220000)	Plumbing & HVAC	\$900,474			\$900,474.00
(BP260000)	Electrical	\$648,700			\$648,700.00
(BP310000)	Sitework	\$1,303,973			
Subtotal:		\$5,653,610	\$404,819.63	\$0.00	\$2,242,157.11
General Conditions		\$0	\$0.00	\$0.00	\$0.00
0.960%	Liability Insurance	\$64,229.84	\$4,624.54	(\$25.45)	\$25,472.82
0.250%	Builders Risk	\$16,727	\$1,204.31	(\$6.63)	\$6,633.55
0.000%	Building Permit	\$0	\$0.00	\$0.00	\$0.00
3.000%	Contingency	\$169,608	\$14,451.70	(\$2,307.11)	\$67,264.71
1.040%	Bond/Corp Guarantee	\$69,582	\$5,009.92	(\$27.57)	\$27,595.55
Construction Cost Subtotal		\$5,973,757	\$430,110.10	(\$2,366.75)	\$2,369,123.74
12.000%	Metcon Fee:	\$716,851	\$51,613.21	(\$284.01)	\$284,294.85
Construction Cost Total		\$6,690,608.00	\$481,723.32	(\$2,650.76)	\$2,653,418.59
Adjustment					\$2,650,767.83

LOCAL SUBCONTRACTORS	\$145,000.00		\$2,174,063.11
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BID PACKAGE #BP093000
TILING
(SCOPE OF WORK)

The Scope of Work shall include the furnishing of a complete TILING PACKAGE. This shall include, but is not limited to all required: labor, fabrication, engineering, submittals, shop drawings, materials, equipment, tools, supervision, hoisting, scaffolding, and transportation as required for a complete scope of work.

DESCRIPTION OF SCOPE INCLUSIONS

The following is non-exhaustive list of inclusions and is not intended to limit the work in any way.

A. CONTRACT DOCUMENTS:

All work shall be performed in accordance with Contract Documents.

- All plans and specifications
- All scope of work requirements
- All contract requirements

B. BONDING REQUIREMENTS:

Each bidder quoting a sum greater than \$100,000 shall have a 5% Bid Bond accompanying their bid as well as a Payment and Performance Bond included in their price. Additionally, all Bonds required shall be furnished per the Subcontract Agreement provided in the Bid Manual.

C. SUBMITTAL REQUIREMENTS:

Collaborative File Sharing - Subcontractor shall be responsible for the uploading of all required submittals to a file sharing program. Notifications will be sent when submittals are reviewed, it is the subcontractor's responsibility to track the approval process and proceed as directed in the submittal.

1. Samples – Descriptions of samples shall be uploaded to the site for record purposes. "Hard" samples are still required per the plans/specifications.

Subcontractor shall clearly identify to the Construction's Manager and Architect's attention, at the time of submittals, of any deviations from the Contract Documents. This Subcontractor's responsibility to the Contract Documents is not relieved by the Architect or Construction Manager's review unless there is written acceptance of the specific deviations. Subcontractor is responsible for submitting and expediting approval of any submittal requirements through a jurisdictional agency, if applicable.

Subcontractor is to deliver all required Reports and bid documents to Construction Manager within 14 calendar days from date of Notice of Award. NO payment shall be made to subcontractor without all subcontractors' documents submitted. Provide signed and sealed engineered shop drawings as specified by a licensed and registered Engineer.

Any required re-submittals, record submittals, and/or field drawings shall be forwarded to Construction Manager within seven (7) days of initial submittal return to Subcontractor. Failure of this Subcontractor to submit correct or timely submittals does not relieve said Subcontractor of material delivery obligations in accordance with the Project Schedule. Subcontractor shall allow a minimum of twenty-eight (28) calendar days of Construction Manager -Architect review duration.

D. STANDARD SCOPE INCLUSIONS:

The items listed below are specifically included and are for clarification purposes only. They shall not be construed as a complete list of all work. It is the intent of this to clarify subcontract issues. If conflicts are discovered between this and the Subcontract General Terms, then the Subcontract General Terms shall govern.

1. Subcontractor will not use or allow the use of the building sewer or drainage systems for cleaning or disposing of its materials, equipment or waste. In the event any systems are plugged or obstructed by this Subcontractor's materials, Subcontractor will reimburse the Contractor for the repair cost plus a mark-up.
2. This Subcontractor is responsible for requesting in writing (RFI) all additional instruction or clarifications that may be required from the Design Consultants, which are needed for the performance of the work. The request for such information shall be done in advance to avoid any delay of the work.
3. This Subcontractor is responsible for receiving, unloading, inventorying, storing, and coordinating this Subcontractor's work. All deliveries/ hoisting/ etc. will be coordinated/ scheduled with CM. Any deliveries not scheduled will not be allowed on site.
4. Traffic Control/ flag man for hauling operation in/ out of the project site.
5. This subcontractor is responsible for daily clean-up of all debris created by this scope of work.
6. Maintaining streets and parking lots in clean condition for your scope of work.
7. This subcontractor is responsible for supplying and maintaining, all scaffolding, working platforms, material handling, storage, lifting & hoisting as required to perform the work.
8. This subcontractor is responsible for all temporary safety measures for any openings to meet OSHA requirements pertaining to your scope of work.
9. The Subcontractor has reviewed all drawings, documents, appendices and specifications for this project and has found no obvious omissions and further agrees that the work of this agreement and the project can be constructed within the milestone and completion dates without claims for delay or impact costs, unless substantial Owner directed Scope changes occur.
10. This subcontractor shall provide a full time English Speaking on site non-working superintendent to oversee all subcontractors work. This subcontractor's superintendent's resume will be included in the bid.
11. In the event of inclement weather, all Subcontractors are responsible for the securing and protection of all their own materials and work in place.
12. Within 10 days of receipt of subcontract, each subcontractor is required to issue a manpower count necessary for each section/activity of their scope of work to meet the schedule requirements. Metcon must review and approve the proposed manpower counts prior to commencement of your work. Metcon, Owner, Architect & Consultants will be tracking the manpower weekly for each activity and the status of project schedule compliance to measure performance.

E. **SPECIFIC SCOPE INCLUSIONS:**

1. Provide all wall, base, and floor tiles including all mud set installations as specified, special tile and shapes/fabrications, base, trims, patterned tile installations, protective coatings, sealers, grout, etc. to meet Architect's design intent including any field conditions modifications.
2. Subcontractor shall provide field mock-up for each room condition prior to beginning installations.
3. No extra costs shall be reviewed or approved by Construction Manager for tile pattern layout claims as approved in mock-up for joint layout conditions to meet Owner / Architect approvals.
4. All required field measurements, and layout of all work and patterns is included.

Subcontractor is responsible for providing shop drawings for each bathroom to obtain Owner and Architect approval for tile termination points. Shop drawings shall include wall elevations and floor plans. Identify each trim piece at corner and exposed end condition and verify patterns and layout. This must be approved by Metcon and the Architect prior to installation.

5. Provide all specified colors and patterns for tile, grouts, caulk, etc. per Architect's approval. Curing of grout as specified is included.
6. Provide tile cut-outs for all clean-outs, toilet accessories, drains, plumbing fixtures, etc.
7. Provide base, wall and trim joint alignment per specification section. Provide full mock-ups of Work for Owner/Architect acceptance prior to starting production work.
8. Provide all sealants, joint fillers, grouting, etc. within this Scope of Work including the areas where this Scope of Work is abutting dissimilar materials (i.e. floor tile perimeters and base, floor drains, clean-outs, exposed plumbing, control/expansion joints, top of wainscoting, etc.) is included per Contract Documents.
9. Provide all flooring leveling as required for your scope of work.
10. This subcontractor is required to coordinate with concrete (slab-on-grade subcontractor) regarding floor levelness, attend pre-pour meeting and review/discuss sloping floors to floor drains, depressed shower floors and other requirements and coordination issues. Provide all leveling grout, bonding coat/grout, mastic, epoxy grout, flash patch, floor sealers, adhesive, floor scarring, floor sanding, removal of concrete curing sealers, etc. to install tile and waterproofing in accordance with Contract Documents to achieve adhesion and/or levelness for tile installation to meet manufacturer's recommendations. Tile bond performance and testing per specifications is included at Owner and Architect direction.

Verify all substrate conditions and notify Construction Manager, twenty-one (21) days prior to start of work, of any deficiencies in substrate prohibiting start of work under this agreement. This shall also include required floor slopes for drainage and floor drain projections, masonry wall substrates, building temperature, etc. Floor substrates will be prepared by Construction Manager in accordance with specification and ACI standards only.

Wall substrates will be installed by other Subcontractors. Substrate preparation is by this Subcontractor in accordance with specifications.

11. Subcontractor shall review structural drawings and architectural drawings and specifications prior to providing submittal data and information to insure slab depressions, floor substrates, wall substrates, etc. meet the requirements of submittal data and intent of contract documents.
12. Subcontractor shall furnish and install all required control and expansion joints in accordance with Contract Documents for building wall and slab design, but not limited to ANSI and TCA recommendations. All joints shall be indicated on Shop Drawings for Architect's approval.
13. Provide final cleaning of tile including removal of grout, caulk, stains, discoloration, re-polishing for scratches, tile replacement, etc. to achieve Owner acceptance. Subcontractor is responsible for protection of surrounding finish products during cleaning operations (toilet partitions and accessories, plumbing fixtures, etc.). Cleaning must be completed prior to demobilizing from each area of work.
 - a. Apply protective sealer to complete installed tile areas per the specifications and as recommended by tile manufacturer.
 - b. Cover floor and wall tile with craft paper upon completion of tile cleaning for protection.
 - c. Subcontractor shall revisit each installation weekly to monitor and repair all protection paper installation until Owner acceptance of building or designated area thereof.
14. Subcontractor shall not clean tools or dispose of grout into the building drainage or sanitary systems. It is the responsibility of this Subcontractor to verify floor drainage operations in each room prior to beginning work and again after 100% work completion as witnessed by Construction Managers in writing to avoid any post work cost implications against Subcontractor for repairing damaged drainage system.
15. Receiving, unloading and distributing materials for installation is included. All shipping boxes shall be flattened and thrown away in dumpster (furnished by Construction Manager). Hoisting of materials to and from elevated floor conditions is herein included.
16. Provide all 'Extra Materials for Owner' to Construction Manager in unopened containers/packages to Construction Managers prior to beginning work. All attic stock shall be palletized and transmitted to Construction Managers for signature. Subcontractor shall locate materials in a location (or locations) determined by Owner/Contractor.
17. All marble thresholds or metal edge guards are included at all door openings, and any transitions as directed by Architect, as indicated on contract drawings, per door schedule, etc.
18. Subcontractor must also comply with ADA/Code requirements including slip resistant finishes, allowable heights to stone thresholds, tile ramps, etc.
19. Adjustment of tile mortar beds to meet ADA access requirements is included if required.
20. Subcontractor shall properly dispose of all excess materials, debris and shipping materials on a daily basis or as subcontractor finishes a room whichever comes first. This includes but is not limited to the approved removal of the flooring protection (i.e. Kraft paper) at final turnover and disposal of such to contractor's waste management area.

F. **PROJECT SCOPE INCLUSIONS:**

The following items are listed for clarification purposes only. This should not be considered a complete list of all work included for this Scope of Work:

1. Wall tile only in the pool area.
2. All wall and floor tile in other areas.

G. **PROJECT SCOPE EXCLUSIONS:**

The following is a complete and exhaustive list of exclusions from the Scope of Work:

1. All tile in the pool area except as noted above.

BID PACKAGE #BP096000
FLOORING
(SCOPE OF WORK)

The Scope of Work shall include the furnishing of a complete FLOORING PACKAGE. This shall include, but is not limited to all required: labor, fabrication, engineering, submittals, shop drawings, materials, equipment, tools, supervision, hoisting, scaffolding, and transportation as required for a complete scope of work.

DESCRIPTION OF SCOPE INCLUSIONS

The following is non-exhaustive list of inclusions and is not intended to limit the work in any way.

A. CONTRACT DOCUMENTS:

All work shall be performed in accordance with Contract Documents.

- All plans and specifications
- All scope of work requirements
- All contract requirements

B. BONDING REQUIREMENTS:

Each bidder quoting a sum greater than \$100,000 shall have a 5% Bid Bond accompanying their bid as well as a Payment and Performance Bond included in their price. Additionally, all Bonds required shall be furnished per the Subcontract Agreement provided in the Bid Manual.

C. SUBMITTAL REQUIREMENTS:

Collaborative File Sharing - Subcontractor shall be responsible for the uploading of all required submittals to a file sharing program. Notifications will be sent when submittals are reviewed, it is the subcontractor's responsibility to track the approval process and proceed as directed in the submittal.

1. Samples – Descriptions of samples shall be uploaded to the site for record purposes. "Hard" samples are still required per the plans/specifications.

Subcontractor shall clearly identify to the Construction's Manager and Architect's attention, at the time of submittals, of any deviations from the Contract Documents. This Subcontractor's responsibility to the Contract Documents is not relieved by the Architect or Construction Manager's review unless there is written acceptance of the specific deviations. Subcontractor is responsible for submitting and expediting approval of any submittal requirements through a jurisdictional agency, if applicable.

Subcontractor is to deliver all required Reports and bid documents to Construction Manager within 14 calendar days from date of Notice of Award. NO payment shall be made to subcontractor without all subcontractors' documents submitted. Provide signed and sealed engineered shop drawings as specified by a licensed and registered Engineer.

Any required re-submittals, record submittals, and/or field drawings shall be forwarded to Construction Manager within seven (7) days of initial submittal return to Subcontractor. Failure of this Subcontractor to submit correct or timely submittals does not relieve said Subcontractor of material delivery obligations in accordance with the Project Schedule. Subcontractor shall allow a minimum of twenty-eight (28) calendar days of Construction Manager -Architect review duration.

D. STANDARD SCOPE INCLUSIONS:

The items listed below are specifically included and are for clarification purposes only. They shall not be construed as a complete list of all work. It is the intent of this to clarify subcontract issues. If conflicts are discovered between this and the Subcontract General Terms, then the Subcontract General Terms shall govern.

1. Subcontractor will not use or allow the use of the building sewer or drainage systems for cleaning or disposing of its materials, equipment or waste. In the event any systems are plugged or obstructed by this Subcontractor's materials, Subcontractor will reimburse the Contractor for the repair cost plus a mark-up.
2. This Subcontractor is responsible for requesting in writing (RFI) all additional instruction or clarifications that may be required from the Design Consultants, which are needed for the performance of the work. The request for such information shall be done in advance to avoid any delay of the work.
3. This Subcontractor is responsible for receiving, unloading, inventorying, storing, and coordinating this Subcontractor's work. All deliveries/ hoisting/ etc. will be coordinated/ scheduled with CM. Any deliveries not scheduled will not be allowed on site.
4. Traffic Control/ flag man for hauling operation in/ out of the project site.
5. This subcontractor is responsible for daily clean-up of all debris created by this scope of work.
6. Maintaining streets and parking lots in clean condition for your scope of work.
7. This subcontractor is responsible for supplying and maintaining, all scaffolding, working platforms, material handling, storage, lifting & hoisting as required to perform the work.
8. This subcontractor is responsible for all temporary safety measures for any openings to meet OSHA requirements pertaining to your scope of work.
9. The Subcontractor has reviewed all drawings, documents, appendices and specifications for this project and has found no obvious omissions and further agrees that the work of this agreement and the project can be constructed within the milestone and completion dates without claims for delay or impact costs, unless substantial Owner directed Scope changes occur.
10. This subcontractor shall provide a full time English Speaking on site non-working superintendent to oversee all subcontractors work. This subcontractor's superintendent's resume will be included in the bid.
11. In the event of inclement weather, all Subcontractors are responsible for the securing and protection of all their own materials and work in place.
12. Within 10 days of receipt of subcontract, each subcontractor is required to issue a manpower count necessary for each section/activity of their scope of work to meet the schedule requirements. Metcon must review and approve the proposed manpower counts prior to commencement of your work. Metcon, Owner, Architect & Consultants will be tracking the manpower weekly for each activity and the status of project schedule compliance to measure performance.

E. **SPECIFIC SCOPE INCLUSIONS:**

1. Subcontractor acknowledges new flooring will be installed over concrete slab substrate installed per tolerances specified under specification. Subcontractor has included any additional minor floor patching and leveling required prior to resilient installations under this section to meet Architect's and manufacturer's acceptance.
2. Subcontractor shall notify Construction Manager in writing twenty-one (21) days prior to Subcontractor's installation date of all unacceptable substrate conditions. Failure of meeting the 21-day requirement prior to 21 days before the scheduled start date shall be considered a breach of schedule if deficiencies delay installation.
3. Subcontractor shall provide transitions (Schleuter or equal) at all floor conditions.
4. This subcontractor is required to coordinate with concrete (slab-on-grade subcontractor) regarding floor levelness, attend slab on grade pre-pour meeting and review/discuss floor finish and other requirements and coordination issues.
5. Provide all required mock-ups of work for Owner/Architect acceptance. Subcontractor is responsible for obtaining Architect's approval/verification of all pattern/color layouts shown on Contract Drawings prior to beginning production installation.
6. Provide all extra materials for Owner to Construction Manager in unopened containers/packages prior to beginning work. All attic stock shall be palletted and transmitted to Contractor for signature. Subcontractor shall locate materials in a location (or locations) determined by Owner/ Construction Manager.
7. Scope of Work includes ventilation, sweeping compounds, vacuuming systems, etc. to limit the amount of airborne dust during floor preparatory operations as not to soil existing wall finishes, windows, light fixtures, building mechanical ventilation systems, etc.
8. It is the responsibility of this Subcontractor to notify the Construction Manager and Mechanical Contractor to shut down the building ventilation systems in work areas where airborne dust is generated while performing work under this agreement to avoid soil in mechanical systems.
9. Daily cleanup and disposal of packaging material and scrap materials to an on-site dumpster provided by Construction Manager is included.
10. Subcontractor to provide all remediation due to high moisture in concrete. The Subcontractor shall maintain all warranties for material and workmanship.
11. Subcontractor verifies that the product specified for the curing and sealing of concrete slabs will not compromise the performance of the specified adhesive.
12. Subcontractor is responsible for necessity of moving air by fan or other approved methods as necessary to perform installations and curing of work installed under this agreement.
- 13 Subcontractor is required to provide all task lighting as required to perform their scope of work.
14. Furnish and install all adhesives, primers, sealers, epoxy fillers, miscellaneous accessories, etc.

BID PACKAGE #BP096000

15. Furnish and install all edge strips, transition strips, primers, sealers, reducer strips, etc.
16. Layout of all work from Construction Manager's single horizontal and vertical control point. Subcontractor shall bring to the Architect's attention any tile layout concerns regarding equal borders of installation, squareness of room, etc. and specification layout requirements prior to installing floor.
17. Unloading, distributing, and off-site storage of materials is the responsibility of this Subcontractor. On-site storage of materials delivered out of sequence will not be allowed.
18. Subcontractor to provide all final cleaning of all systems under this agreement upon 100% complete installation including punch lists, removal of glue, damp mopping, stripping, waxing (multiple times), polishing as required in the specifications.
19. Removal and reinstallation of doors, thresholds, etc. for installation of flooring is included, if required by this Subcontractor to access work areas.
20. Subcontractor is responsible for prepping new and existing floors to allow new flooring to be installed for their scope of work.
22. Subcontractor is responsible for protecting finished painted walls, doors, cabinets, etc. from damage during installation of flooring. Any damage costs identified to CM will be borne by Subcontractor.
24. Subcontractor is responsible for protection for his work.

F. **PROJECT SCOPE INCLUSIONS:**

The following items are listed for clarification purposes only. This should not be considered a complete list of all work included for this Scope of Work:

1. All resilient tile, base and accessories.
2. All resilient sheet flooring.
3. All carpet tile.
4. Epoxy flooring and base.

G. **PROJECT SCOPE EXCLUSIONS:**

The following is a complete and exhaustive list of exclusions from the Scope of Work:

1. High Performance coatings, except as noted above.
2. Sealed concrete.
3. Any floor finishes in the pool area (115).

BID PACKAGE #BP101400
SIGNAGE
(SCOPE OF WORK)

The Scope of Work shall include the furnishing of a complete SIGNAGE PACKAGE. This shall include, but is not limited to all required: labor, fabrication, engineering, submittals, shop drawings, materials, equipment, tools, supervision, hoisting, scaffolding, and transportation as required for a complete scope of work.

DESCRIPTION OF SCOPE INCLUSIONS

The following is non-exhaustive list of inclusions and is not intended to limit the work in any way.

A. CONTRACT DOCUMENTS:

All work shall be performed in accordance with Contract Documents.

- All plans and specifications
- All scope of work requirements
- All contract requirements

B. BONDING REQUIREMENTS:

Each bidder quoting a sum greater than \$100,000 shall have a 5% Bid Bond accompanying their bid as well as a Payment and Performance Bond included in their price. Additionally, all Bonds required shall be furnished per the Subcontract Agreement provided in the Bid Manual.

C. SUBMITTAL REQUIREMENTS:

Collaborative File Sharing - Subcontractor shall be responsible for the uploading of all required submittals to a file sharing program. Notifications will be sent when submittals are reviewed, it is the subcontractor's responsibility to track the approval process and proceed as directed in the submittal.

1. Samples – Descriptions of samples shall be uploaded to the site for record purposes. "Hard" samples are still required per the plans/specifications.

Subcontractor shall clearly identify to the Construction's Manager and Architect's attention, at the time of submittals, of any deviations from the Contract Documents. This Subcontractor's responsibility to the Contract Documents is not relieved by the Architect or Construction Manager's review unless there is written acceptance of the specific deviations. Subcontractor is responsible for submitting and expediting approval of any submittal requirements through a jurisdictional agency, if applicable.

Subcontractor is to deliver all required Reports and bid documents to Construction Manager within 14 calendar days from date of Notice of Award. NO payment shall be made to subcontractor without all subcontractors' documents submitted. Provide signed and sealed engineered shop drawings as specified by a licensed and registered Engineer.

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D. STANDARD SCOPE INCLUSIONS:

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1. Subcontractor will not use or allow the use of the building sewer or drainage systems for cleaning or disposing of its materials, equipment or waste. In the event any systems are plugged or obstructed by this Subcontractor's materials, Subcontractor will reimburse the Contractor for the repair cost plus a mark-up.
2. This Subcontractor is responsible for requesting in writing (RFI) all additional instruction or clarifications that may be required from the Design Consultants, which are needed for the performance of the work. The request for such information shall be done in advance to avoid any delay of the work.
3. This Subcontractor is responsible for receiving, unloading, inventorying, storing, and coordinating this Subcontractor's work. All deliveries/ hoisting/ etc. will be coordinated/ scheduled with CM. Any deliveries not scheduled will not be allowed on site.
4. Traffic Control/ flag man for hauling operation in/ out of the project site.
5. This subcontractor is responsible for daily clean-up of all debris created by this scope of work.
6. Maintaining streets and parking lots in clean condition for your scope of work.
7. This subcontractor is responsible for supplying and maintaining, all scaffolding, working platforms, material handling, storage, lifting & hoisting as required to perform the work.
8. This subcontractor is responsible for all temporary safety measures for any openings to meet OSHA requirements pertaining to your scope of work.
9. The Subcontractor has reviewed all drawings, documents, appendices and specifications for this project and has found no obvious omissions and further agrees that the work of this agreement and the project can be constructed within the milestone and completion dates without claims for delay or impact costs, unless substantial Owner directed Scope changes occur.
10. This subcontractor shall provide a full time English Speaking on site non-working superintendent to oversee all subcontractors work. This subcontractor's superintendent's resume will be included in the bid.
11. In the event of inclement weather, all Subcontractors are responsible for the securing and protection of all their own materials and work in place.
12. Within 10 days of receipt of subcontract, each subcontractor is required to issue a manpower count necessary for each section/activity of their scope of work to meet the schedule requirements. Metcon must review and approve the proposed manpower counts prior to commencement of your work. Metcon, Owner, Architect & Consultants will be tracking the manpower weekly for each activity and the status of project schedule compliance to measure performance.

E. **SPECIFIC SCOPE INCLUSIONS:**

1. Layout of all work is included. Subcontractor shall obtain Architect's approval of signage locations prior to installation.
2. Furnish and install all accessories, trims, backing, etc.
3. Subcontractor shall anchor assemblies to masonry or drywall partitions without the need for in-wall blocking.
4. All furnished items under this agreement shall be manufactured and prefinished per Architect's approved color samples.
5. Subcontractor shall final clean all installations upon installation completion.
6. Signage shall conform to ADA requirements.
7. Letters and background colors as selected by Architect from standard range.
8. All substrate, backing, blocking, and or anchoring to supports by others.
9. Subcontractor shall receive all materials as necessary.
10. Subcontractor shall assume multiple mobilizations as necessary to hold schedule.
11. Prior to releasing signs for fabrication, subcontractor verification includes but is not limited to location, labeling, final numbering, etc. to ensure the most up to date information is included in final signage package.

F. **PROJECT SCOPE INCLUSIONS:**

The following items are listed for clarification purposes only. This should not be considered a complete list of all work included in this Scope of Work:

1. All exterior cast letters.
2. All interior room signs.

G. **PROJECT SCOPE EXCLUSIONS:**

The following is a complete and exhaustive list of exclusions from the Scope of Work:

- 1.

BID PACKAGE #BP131100
SWIMMING POOL
(SCOPE OF WORK)

The Scope of Work shall include the furnishing of a complete SWIMMING POOL PACKAGE. This shall include, but is not limited to all required: labor, fabrication, engineering, submittals, shop drawings, materials, equipment, tools, supervision, hoisting, scaffolding, and transportation as required for a complete scope of work.

DESCRIPTION OF SCOPE INCLUSIONS

The following is non-exhaustive list of inclusions and is not intended to limit the work in any way.

A. CONTRACT DOCUMENTS:

All work shall be performed in accordance with Contract Documents.

- All plans and specifications
- All scope of work requirements
- All contract requirements

B. BONDING REQUIREMENTS:

Each bidder quoting a sum greater than \$100,000 shall have a 5% Bid Bond accompanying their bid as well as a Payment and Performance Bond included in their price. Additionally, all Bonds required shall be furnished per the Subcontract Agreement provided in the Bid Manual.

C. SUBMITTAL REQUIREMENTS:

Collaborative File Sharing - Subcontractor shall be responsible for the uploading of all required submittals to a file sharing program. Notifications will be sent when submittals are reviewed, it is the subcontractor's responsibility to track the approval process and proceed as directed in the submittal.

1. Samples – Descriptions of samples shall be uploaded to the site for record purposes. "Hard" samples are still required per the plans/specifications.

Subcontractor shall clearly identify to the Construction's Manager and Architect's attention, at the time of submittals, of any deviations from the Contract Documents. This Subcontractor's responsibility to the Contract Documents is not relieved by the Architect or Construction Manager's review unless there is written acceptance of the specific deviations. Subcontractor is responsible for submitting and expediting approval of any submittal requirements through a jurisdictional agency, if applicable.

Subcontractor is to deliver all required Reports and bid documents to Construction Manager within 14 calendar days from date of Notice of Award. NO payment shall be made to subcontractor without all subcontractors' documents submitted. Provide signed and sealed engineered shop drawings as specified by a licensed and registered Engineer.

Any required re-submittals, record submittals, and/or field drawings shall be forwarded to Construction Manager within seven (7) days of initial submittal return to Subcontractor. Failure of this Subcontractor to submit correct or timely submittals does not relieve said Subcontractor of material delivery obligations in accordance with the Project Schedule. Subcontractor shall allow a minimum of twenty-eight (28) calendar days of Construction Manager -Architect review duration.

D. STANDARD SCOPE INCLUSIONS:

The items listed below are specifically included and are for clarification purposes only. They shall not be construed as a complete list of all work. It is the intent of this to clarify subcontract issues. If conflicts are discovered between this and the Subcontract General Terms, then the Subcontract General Terms shall govern.

1. Subcontractor will not use or allow the use of the building sewer or drainage systems for cleaning or disposing of its materials, equipment or waste. In the event any systems are plugged or obstructed by this Subcontractor's materials, Subcontractor will reimburse the Contractor for the repair cost plus a mark-up.
2. This Subcontractor is responsible for requesting in writing (RFI) all additional instruction or clarifications that may be required from the Design Consultants, which are needed for the performance of the work. The request for such information shall be done in advance to avoid any delay of the work.
3. This Subcontractor is responsible for receiving, unloading, inventorying, storing, and coordinating this Subcontractor's work. All deliveries/ hoisting/ etc. will be coordinated/ scheduled with CM. Any deliveries not scheduled will not be allowed on site.
4. Traffic Control/ flag man for hauling operation in/ out of the project site.
5. This subcontractor is responsible for daily clean-up of all debris created by this scope of work.
6. Maintaining streets and parking lots in clean condition for your scope of work.
7. This subcontractor is responsible for supplying and maintaining, all scaffolding, working platforms, material handling, storage, lifting & hoisting as required to perform the work.
8. This subcontractor is responsible for all temporary safety measures for any openings to meet OSHA requirements pertaining to your scope of work.
9. The Subcontractor has reviewed all drawings, documents, appendices and specifications for this project and has found no obvious omissions and further agrees that the work of this agreement and the project can be constructed within the milestone and completion dates without claims for delay or impact costs, unless substantial Owner directed Scope changes occur.
10. This subcontractor shall provide a full time English Speaking on site non-working superintendent to oversee all subcontractors work. This subcontractor's superintendent's resume will be included in the bid.
11. In the event of inclement weather, all Subcontractors are responsible for the securing and protection of all their own materials and work in place.
12. Within 10 days of receipt of subcontract, each subcontractor is required to issue a manpower count necessary for each section/activity of their scope of work to meet the schedule requirements. Metcon must review and approve the proposed manpower counts prior to commencement of your work. Metcon, Owner, Architect & Consultants will be tracking the manpower weekly for each activity and the status of project schedule compliance to measure performance.

E. SPECIFIC SCOPE INCLUSIONS:

1. Furnish and Install a complete scope of work for the Swimming Pool Turnkey as indicated on the Contract Documents including providing all final assemblies, piping, pumps, concrete structure, handrails, miscellaneous furnishings and final finishes.

BID PACKAGE #BP131100

2. Furnish, install, maintain and remove the following temporary utilities:
 - a. All temporary safety barriers and/or signage used during construction of their Scope of Work (upon completion).
3. All Field measurements and verification are included. Subcontractor shall coordinate with Construction Manager, in writing, at least seven (7) days before erection of materials, of any field discrepancies found during field measurement.
4. Generate and furnish complete Swimming Pool Design, Stamped and Sealed by a licensed professional engineer in the state to be erected. These design documents will be issued to the Construction Manager, Architect and Structural Engineer for review and acceptance.
5. All unloading, off-site storage and warehousing, deliveries to jobsite, uncrating, distribution of trash and packing material to dumpsters (dumpsters provided by Construction Manager) is included.
6. Subcontractor shall provide all certifications, licenses and fees per all City and State requirements for a complete supply and installation of this Scope of Work.
7. Supply and install all concrete work in accordance to Contract Documents.
8. Supply and install all electrical work in accordance to Contract Documents.
9. Supply and install all plumbing work in accordance to Contract Documents.
10. Supply and install all finishes as specified by Architect's approved submittals.
11. Arrange for and satisfy all required testing, certifications and inspections under the relevant jurisdictions.

F. **PROJECT SCOPE INCLUSIONS:**

The following items are listed for clarification purposes only. This should not be considered a complete list of all work included in this scope.

1. Provide and install all concrete, including deck, walls, pits, drains and ramps as shown in Contract Documents for the complete Swimming Pool System.
2. Provide and install all mechanical systems complete for pool operation and maintenance.
3. Provide and install all final finishes including tile work, painting, signage, etc.
4. Provide and install all furnishings including steps, ladders, handrails, etc.

G. **PROJECT SCOPE EXCLUSIONS:**

The following is a complete and exhaustive list of exclusions from the Scope of Work:

1.
Portion of concrete deck as shown on the structural plans with trench drains by Plumbing Contractor.
2. Any Pool Room finishes other than shown within the pool foot print.

BID PACKAGE #BP210000
FIRE SUPPRESSION
(SCOPE OF WORK)

The Scope of Work shall include the furnishing of a complete FIRE SUPPRESSION PACKAGE. This shall include, but is not limited to all required: labor, fabrication, engineering, submittals, shop drawings, materials, equipment, tools, supervision, hoisting, scaffolding, and transportation as required for a complete scope of work.

DESCRIPTION OF SCOPE INCLUSIONS

The following is non-exhaustive list of inclusions and is not intended to limit the work in any way.

A. CONTRACT DOCUMENTS:

All work shall be performed in accordance with Contract Documents.

- All plans and specifications
- All scope of work requirements
- All contract requirements

B. BONDING REQUIREMENTS:

Each bidder quoting a sum greater than \$100,000 shall have a 5% Bid Bond accompanying their bid as well as a Payment and Performance Bond included in their price. Additionally, all Bonds required shall be furnished per the Subcontract Agreement provided in the Bid Manual.

C. SUBMITTAL REQUIREMENTS:

Collaborative File Sharing - Subcontractor shall be responsible for the uploading of all required submittals to a file sharing program. Notifications will be sent when submittals are reviewed, it is the subcontractor's responsibility to track the approval process and proceed as directed in the submittal.

1. Samples – Descriptions of samples shall be uploaded to the site for record purposes. "Hard" samples are still required per the plans/specifications.

Subcontractor shall clearly identify to the Construction's Manager and Architect's attention, at the time of submittals, of any deviations from the Contract Documents. This Subcontractor's responsibility to the Contract Documents is not relieved by the Architect or Construction Manager's review unless there is written acceptance of the specific deviations. Subcontractor is responsible for submitting and expediting approval of any submittal requirements through a jurisdictional agency, if applicable.

Subcontractor is to deliver all required Reports and bid documents to Construction Manager within 14 calendar days from date of Notice of Award. NO payment shall be made to subcontractor without all subcontractors' documents submitted. Provide signed and sealed engineered shop drawings as specified by a licensed and registered Engineer.

Any required re-submittals, record submittals, and/or field drawings shall be forwarded to Construction Manager within seven (7) days of initial submittal return to Subcontractor. Failure of this Subcontractor to submit correct or timely submittals does not relieve said Subcontractor of material delivery obligations in accordance with the Project Schedule. Subcontractor shall allow a minimum of twenty-eight (28) calendar days of Construction Manager -Architect review duration.

D. STANDARD SCOPE INCLUSIONS:

The items listed below are specifically included and are for clarification purposes only. They shall not be construed as a complete list of all work. It is the intent of this to clarify subcontract issues. If conflicts are discovered between this and the Subcontract General Terms, then the Subcontract General Terms shall govern.

1. Subcontractor will not use or allow the use of the building sewer or drainage systems for cleaning or disposing of its materials, equipment or waste. In the event any systems are plugged or obstructed by this Subcontractor's materials, Subcontractor will reimburse the Contractor for the repair cost plus a mark-up.
2. This Subcontractor is responsible for requesting in writing (RFI) all additional instruction or clarifications that may be required from the Design Consultants, which are needed for the performance of the work. The request for such information shall be done in advance to avoid any delay of the work.
3. This Subcontractor is responsible for receiving, unloading, inventorying, storing, and coordinating this Subcontractor's work. All deliveries/ hoisting/ etc. will be coordinated/ scheduled with CM. Any deliveries not scheduled will not be allowed on site.
4. Traffic Control/ flag man for hauling operation in/ out of the project site.
5. This subcontractor is responsible for daily clean-up of all debris created by this scope of work.
6. Maintaining streets and parking lots in clean condition for your scope of work.
7. This subcontractor is responsible for supplying and maintaining, all scaffolding, working platforms, material handling, storage, lifting & hoisting as required to perform the work.
8. This subcontractor is responsible for all temporary safety measures for any openings to meet OSHA requirements pertaining to your scope of work.
9. The Subcontractor has reviewed all drawings, documents, appendices and specifications for this project and has found no obvious omissions and further agrees that the work of this agreement and the project can be constructed within the milestone and completion dates without claims for delay or impact costs, unless substantial Owner directed Scope changes occur.
10. This subcontractor shall provide a full time English Speaking on site non-working superintendent to oversee all subcontractors work. This subcontractor's superintendent's resume will be included in the bid.
11. In the event of inclement weather, all Subcontractors are responsible for the securing and protection of all their own materials and work in place.

12. Within 10 days of receipt of subcontract, each subcontractor is required to issue a manpower count necessary for each section/activity of their scope of work to meet the schedule requirements. Metcon must review and approve the proposed manpower counts prior to commencement of your work. Metcon, Owner, Architect & Consultants will be tracking the manpower weekly for each activity and the status of project schedule compliance to measure performance.

E. **SPECIFIC SCOPE INCLUSIONS:**

1. Coordination with all project designers to ensure the renovated areas for the elevator scope of work are adequate and detailed to allow for installation and operation as desired.
2. This agreement includes all piping, valves, couplings, water flow indicators, water-motor gongs, Fire Department connections, air compressors, backflow devices, supervisory switches, alarm check valves, sprinkler heads, alarm devices, anchorage hangers/devices and attachments, meters, sleeves, gauges, escutcheons, etc. as required for a complete fire protection system.
3. Connections for electrical alarm system including flow and tamper switches all properly connected to the sprinkler system is included. Coordination of location of all devices with Electrical Subcontractor is included.
4. All fire department connections drain lines, and inspector test line locations shall be coordinated with Owner, Architect, and local authority(s) having jurisdiction.
5. Subcontractor shall ensure that the equipment hose threads are identical to those used by the local fire department equipment.
6. Subcontractor is responsible for the vibration and seismic requirements of the Fire Protection system. This includes all design calculations and drawings which must be signed and sealed by a professional Engineer registered in the state of North Carolina.
7. Provide all required sprinkler heads of type, location, size and color to meet code, Architect's approval, and local authority(s) having jurisdiction approval in order to meet both required coverage areas and aesthetics.
8. Subcontractor is responsible for scheduling, coordinating, preparing and documenting all inspections of Owner, Architect, Engineer, and required local authority(s) having jurisdiction. All pre-testing and testing requirements needed to achieve certificate of occupancy is included.
9. Subcontractor is responsible for testing building systems to point of connection. All testing, certification tests, etc. under direction of Owner, Engineer, Inspectors, and governmental authority(s) having jurisdiction.
10. Subcontractor is responsible to ensure that all sprinkler valves are accessible. Should valves be deemed inaccessible by local authority having jurisdiction, this Subcontractor shall be responsible for providing fixed ladder/wall steps or other means deemed appropriate by the local authority to access valves.
11. Subcontractor shall furnish and install all access doors required for access to this scope of work in accordance with local authority(s) having jurisdiction.

12. Subcontractor is aware of the architectural, structural, HVAC, plumbing and electrical components of the building and has taken this into consideration for layout, head locations, and penetrations.
13. Subcontractor is to meet and coordinate with the electrical, plumbing, and mechanical subcontractors to ensure that all items, whether electrical, mechanical or fire protection, will be provided as needed and that the installation of any items will be completed by one of the other subcontractors without any additional expense to the Construction Manager and/or Owner. First installed does not constitute grounds for a change order for relocation of work under this agreement which has not been properly coordinated with others.
14. Subcontractor shall verify existing incoming water pressure (i.e. flow test) for final design and acceptance of system by local authority(s) having jurisdiction. This would include performing (as witnessed by Construction Manager, Owner and Engineer) an on-site water flow test(s) as basis of engineered shop drawing design within 5 days of contract award and prior to beginning shop drawings in order to certify the information provided by Owner at time of bid is accurate.
15. All wall and floor slab penetrations must be properly core drilled and/or sleeved, collared, escutcheoned when exposed, grouted, fire-safe, and fire caulked to meet all applicable codes. Provide a neat, clean, tightly sealed product. Subcontractor is responsible for the layout, furnishing and installation of all sleeving requirements under this agreement.
16. Subcontractor is responsible to clean-up all core drill slurry from walls and slabs as well as removing and patching all core drill machine anchors.
17. Provide all required Owner training, maintenance manuals, spare heads and cabinet, etc. in unopened packages. All items shall be turned over no later than 30 days prior to the Project Completion date. All items shall be transmitted to Construction Manager in writing and delivered and unloaded in a location(s) on Campus as determined by Construction Manager.
18. Subcontractor is responsible for avoiding trapped water in sprinkler system during design and during installations. All required auxiliary drains are included.
19. Subcontractor is responsible for providing all required pipe identification, valve tagging, pipe color coding, identifying flow direction, etc. Prime painting of all steel piping and accessories requiring finish painting is included herein.
20. Subcontractor is responsible for limiting exposed piping conditions to public view and shall coordinate and obtain approval from the Architect of all such exposed conditions prior to installation. Shop drawing approval by the Architect does not constitute acceptance of exposed or uncoordinated piping locations if such conflicts are not highlighted on submittal approval for Architect's as a 'verification by others' notation.
21. All scaffolding, ladders, man lifts, cranes, forklifts etc. to install and distribute this scope of work is included. All hoisting is included.
22. Subcontractor shall provide the Painting and Caulking Subcontractors with the necessary substrate materials for adhesion, cohesion, and compatibility test reports and prepare surface accordingly for application of finish products. Removing of all piping oil, grease, etc. is included.

BID PACKAGE #BP210000

23. Subcontractor is responsible for all layout and coordination of layout for installation of walls, openings, soffits, and the suspended ceiling systems within this work and work by other trades affected by this scope of work.
24. Subcontractor shall protect all flooring conditions (including concrete slabs to received flooring) from staining under work under this agreement.
25. Daily cleanup and disposal of packaging material and scrap materials to a designated on-site dumpster(s) provided by Construction Manager is included.
26. Subcontractor will coordinate this work with the masonry and drywall subcontractors to minimize cutting of CMU and drywall, ensure adequate framing, required wall thickness, etc. Any blocking and backing required for rough-in at stud walls or soffits is provided by this Subcontractor.
27. Subcontractor shall install and test fire protection system during building rough-in time frame to prevent any water damage to work by others. Subcontractor will also energize complete system prior to Construction Manager beginning finish operations (i.e. flooring, finish painting, casework, etc.) to ensure system complete and no leaks are apparent.
28. Subcontractor shall install and test fire protection system during building rough-in time frame to prevent any water damage to work by others. Subcontractor will also energize complete system prior to Construction Manager beginning finish operations (i.e. flooring, finish painting, casework, etc.) to ensure system complete and no leaks are apparent.
29. Subcontractor is responsible for the final placement of all sprinkler head locations to meet the design intent with the local authority(s) having jurisdiction and aesthetics' approval for the Architect including all adjustments, etc. at no cost to Construction Manager. All lines shall be installed true and straight with heads being center, square and equal in layout. Subcontractor shall not install the sprinkler heads until ceiling grid installations, final painting, etc. are completed by others to ensure correct placement and no damages occurs to sprinkler heads and/or escutcheons.
30. All warranties start at Project Completion or date approved by Owner, NOT at start-up.
31. Subcontractor shall allow walls to be primed and finish painted prior to installation of surface mounted piping, heads, etc.
32. All rough-in work included in this Scope of Work is to be concealed within wall cavity unless approved otherwise by Owner and Architect.
33. All reference to 'by Construction Manager', 'by Contractor' and 'by General Contractor' on the Fire Protection Drawings and in Division 21 specification sections shall be inferable assumed as 'By this Subcontractor'.
34. Subcontractor is responsible for compliance to all requirements of local authority(s) having jurisdiction on all installations under this agreement.
35. Concrete saw cuts, removal, and concrete replacement as required to install Work within this Scope is included in this Scope of Work. No saw cutting or core drilling are to be performed without written approval from Construction Manager and Architect/Engineer.

BID PACKAGE #BP210000

36. Any grouting for piping or equipment is included.
38. Provide testing, cleaning, certification, start-up, etc. in whole or in part to meet project schedule on a per area basis.
39. Subcontractor is responsible for caps to protect all installed heads from damage, paint, drywall mud, etc. from time of installation to Owner acceptance of buildings. Installation of sprinkler heads will precede finish painting of walls.
40. Subcontractor shall provide head cap/ring at all drywall installations to all drywall finishers to finish around head / cut drywall neatly to correct size of escutcheon. This subcontractor is responsible for all drywall repair costs to refinish around sprinkler heads which are caused by piping movement or misalignment.
41. Subcontractor is responsible for identifying all potential conflicts with building structure systems. Subcontractor shall include all required piping modifications, fittings, etc. to comply with final piping layouts with approved coordination drawings and/or to comply with field conditions for connections to existing utilities at no additional cost to Construction Manager.
42. Subcontractor has reviewed the Drawings and Specifications for this Project. Subcontractor has found no obvious omissions and further agrees that the Work of this Agreement and the Project can be constructed within the milestone and completion dates without claims for delay or impact costs, unless substantial Owner directed Scope changes occur.
43. All Maintenance Manuals and Owner Training requirements shall be completed 45 days prior to schedule project completion date or earlier if noted elsewhere in Contract Documents.
44. Subcontractor is responsible for developing all floor and ceiling layout back drop files and shall not assume Architect files will be available for use to develop shop drawings or coordination drawings.

F. **PROJECT SCOPE INCLUSIONS:**

The following items are listed for clarification purposes only. This should not be considered a complete list of all work included for this Scope of Work:

1. A complete Fire Suppression System designed and installed to satisfy all Contract Documents and Authorities with jurisdiction over this project.
2. All required testing and inspections.

G. **PROJECT SCOPE EXCLUSIONS:**

The following is a complete and exhaustive list of exclusions from the Scope of Work:

- 1.

BID PACKAGE #BP220000
PLUMBING
(SCOPE OF WORK)

The Scope of Work shall include the furnishing of a complete PLUMBING PACKAGE. This shall include, but is not limited to all required: labor, fabrication, engineering, submittals, shop drawings, materials, equipment, tools, supervision, hoisting, scaffolding, and transportation as required for a complete scope of work.

DESCRIPTION OF SCOPE INCLUSIONS

The following is non-exhaustive list of inclusions and is not intended to limit the work in any way.

A. CONTRACT DOCUMENTS:

All work shall be performed in accordance with Contract Documents.

- All plans and specifications
- All scope of work requirements
- All contract requirements

B. BONDING REQUIREMENTS:

Each bidder quoting a sum greater than \$100,000 shall have a 5% Bid Bond accompanying their bid as well as a Payment and Performance Bond included in their price. Additionally, all Bonds required shall be furnished per the Subcontract Agreement provided in the Bid Manual.

C. SUBMITTAL REQUIREMENTS:

Collaborative File Sharing - Subcontractor shall be responsible for the uploading of all required submittals to a file sharing program. Notifications will be sent when submittals are reviewed, it is the subcontractor's responsibility to track the approval process and proceed as directed in the submittal.

1. Samples – Descriptions of samples shall be uploaded to the site for record purposes. "Hard" samples are still required per the plans/specifications.

Subcontractor shall clearly identify to the Construction's Manager and Architect's attention, at the time of submittals, of any deviations from the Contract Documents. This Subcontractor's responsibility to the Contract Documents is not relieved by the Architect or Construction Manager's review unless there is written acceptance of the specific deviations. Subcontractor is responsible for submitting and expediting approval of any submittal requirements through a jurisdictional agency, if applicable.

Subcontractor is to deliver all required Reports and bid documents to Construction Manager within 14 calendar days from date of Notice of Award. NO payment shall be made to subcontractor without all subcontractors' documents submitted. Provide signed and sealed engineered shop drawings as specified by a licensed and registered Engineer.

Any required re-submittals, record submittals, and/or field drawings shall be forwarded to Construction Manager within seven (7) days of initial submittal return to Subcontractor. Failure of this Subcontractor to submit correct or timely submittals does not relieve said Subcontractor of material delivery obligations in accordance with the Project Schedule. Subcontractor shall allow a minimum of twenty-eight (28) calendar days of Construction Manager -Architect review duration.

D. STANDARD SCOPE INCLUSIONS:

The items listed below are specifically included and are for clarification purposes only. They shall not be construed as a complete list of all work. It is the intent of this to clarify subcontract issues. If conflicts are discovered between this and the Subcontract General Terms, then the Subcontract General Terms shall govern.

1. Subcontractor will not use or allow the use of the building sewer or drainage systems for cleaning or disposing of its materials, equipment or waste. In the event any systems are plugged or obstructed by this Subcontractor's materials, Subcontractor will reimburse the Contractor for the repair cost plus a mark-up.
2. This Subcontractor is responsible for requesting in writing (RFI) all additional instruction or clarifications that may be required from the Design Consultants, which are needed for the performance of the work. The request for such information shall be done in advance to avoid any delay of the work.
3. This Subcontractor is responsible for receiving, unloading, inventorying, storing, and coordinating this Subcontractor's work. All deliveries/ hoisting/ etc. will be coordinated/ scheduled with CM. Any deliveries not scheduled will not be allowed on site.
4. Traffic Control/ flag man for hauling operation in/ out of the project site.
5. This subcontractor is responsible for daily clean-up of all debris created by this scope of work.
6. Maintaining streets and parking lots in clean condition for your scope of work.
7. This subcontractor is responsible for supplying and maintaining, all scaffolding, working platforms, material handling, storage, lifting & hoisting as required to perform the work.
8. This subcontractor is responsible for all temporary safety measures for any openings to meet OSHA requirements pertaining to your scope of work.
9. The Subcontractor has reviewed all drawings, documents, appendices and specifications for this project and has found no obvious omissions and further agrees that the work of this agreement and the project can be constructed within the milestone and completion dates without claims for delay or impact costs, unless substantial Owner directed Scope changes occur.
10. This subcontractor shall provide a full time English Speaking on site non-working superintendent to oversee all subcontractors work. This subcontractor's superintendent's resume will be included in the bid.
11. In the event of inclement weather, all Subcontractors are responsible for the securing and protection of all their own materials and work in place.
12. Within 10 days of receipt of subcontract, each subcontractor is required to issue a manpower count necessary for each section/activity of their scope of work to meet the schedule requirements. Metcon must review and approve the proposed manpower counts prior to commencement of your work. Metcon, Owner, Architect & Consultants will be tracking the manpower weekly for each activity and the status of project schedule compliance to measure performance.

E. **SPECIFIC SCOPE INCLUSIONS:**

1. Subcontractor shall utilize gas or diesel operated welding machines. It is understood that welding will not be done using on-site temporary electrical power.
2. Subcontractor shall submit to Construction Manager all welder's certificates and crane inspection certifications ten (10) days prior to starting work. All certifications and inspections shall be current in accordance with OSHA and the Contract Documents.
3. Subcontractor shall layout all work under this agreement.
4. All testing, certification tests, etc. under direction of Owner, Engineer, Inspectors, and governmental authority(s) having jurisdiction.
5. All tie-ins, excavation of pipe, terminations, transitions, flanges, gaskets, etc. into new and existing site utility systems is included herein. This includes connections to site systems which are not installed at the time of installation of piping under this agreement (i.e. all final connections is by this Subcontractor - first installed does not constitute final connections by others).
6. Final cleaning of all exposed equipment, fixtures, piping and piping insulation is included in this Scope of Work just prior to Beneficial Occupancy Inspection including removal of shipping stickers, etc.
7. Verify site utility piping inverts prior to preparing for installation work under this agreement. Inverts and lengths of piping indicated on the document are for information purposes only. All information shall be field verified for lengths; all invert elevations shall be coordinated with other trades, etc.
8. Subcontractor is responsible for final setting and adjusting of all drains, cleanouts, etc. to receive specified floor finishes or final site grades.
9. Subcontractor is responsible for total coordination of all plumbing installations and for providing a complete plumbing system. There will be no cost or time considerations given for adjustments of equipment or pipe runs due to conflicts arising from lack of coordination with adjacent MEP installations, new structures, or other Subcontractors. First installed does not constitute grounds for a change order for installation of uncoordinated work.
10. Subcontractor shall layout and install all required sleeves within elements of the structure for the installation of Subcontractor's work. Subcontractor shall seal, pack, fire safe, water seal, weather caulk, aesthetic caulk, etc. all of its sleeves/penetrations as required by the Contract Documents and as to maintain required ratings. Formed openings in masonry and concrete walls are herein included.
11. Subcontractor shall be responsible for providing safe access for testing agency and Engineer of Record to the work being fabricated, stored, or installed so that required inspection and testing may be accomplished. It is understood and agreed that any Work under this Scope found to be in non-compliance shall be corrected and re-tested at no cost to Construction Manager and/or Owner.
12. Subcontractor shall furnish and install all required supports and seismic requirements for this work including, but not limited to anchor bolts, hangers, isolators, channels, and angles, embeds. All items shall be hot dipped galvanized finish, unless noted otherwise in the Contract Documents. Subcontractor is responsible to verify with Structural Engineer that existing structures will support new pipe loads to determine if ceiling or floor mounted supports are required at no additional cost to Construction Manager.

Should additional supports be required to distribute loads over more than one structural element per industry standards, same shall be included. All items hanging from steel joists shall be hung within design requirements. No point loading or overloading of truss system is permitted. Floor stands are included if existing structural elements will not support loads.

13. All keyed access panels and covers specified, shown, or required by the work are to be furnished and installed by this Subcontractor. This Subcontractor is responsible for coordinating the locations and sizes of required framed openings with respective trades during the construction of walls, ceilings, and floors. All access panels shall be "keyed type" per Owner's standards.
14. Subcontractor shall furnish all required VFD's, starters, fuses, heaters (thermal overloads), and combination starter/disconnects as indicated to be provided for specific equipment under this scope of work. Installation of the above will be by the Electrical Subcontractor. It is the responsibility of this subcontractor to clearly mark the corresponding equipment on the packages.
15. Subcontractor shall furnish and install valve charts, labels, tags, pipe identification, access panel ID, equipment ID, etc. per specifications and drawings and as required
16. All spare parts, attic stock, etc. is included in this Scope of Work and shall be transmitted to Construction Manager on a one-time basis packaged in unopened cartons within thirty (30) days of notice to proceed.
17. All hoisting, unloading, storage, protection, and handling of plumbing equipment, piping, and fixtures are included in this Scope of Work.
18. All warranties start at Project Beneficial Occupancy date, NOT at start-up. Subcontractor is responsible for all warranty costs.
19. Subcontractor shall allow walls to be primed and finish painted prior to installation of surface mounted piping and setting of equipment. Subcontractor will be responsible for repaint costs if damages occur while installing work under this agreement.
20. Subcontractor shall provide all rough-in and final hook-up of all items requiring plumbing service that are specified in any other section of the specifications, or Owner furnished, and/or shown on the drawings. All equipment or materials provided under other specification sections which are to be installed by this Subcontractor will be identified and delivered to this Subcontractor's project office.
21. Subcontractor shall provide all required pressure reducing valves to equipment furnished under this agreement as required for the proper function of the equipment whether indicated on documents or not.
22. Coordinate all installations, testing, inspections, and punch lists with commissioning agent hired by the Owner for this project at no additional cost to Construction Manager.
23. Subcontractor understands all building finishes are to be protected by this Subcontractor to perform work under this agreement. Subcontractor is responsible to protect surrounding substrates and finishes from Work of this Scope especially windows, flooring, doors, frames, paint, MEP installations proceeding completion of work under this agreement, etc.
24. All piping bedding and backfill material as required by the Contract Documents, Local, City, County, State, and Federal Codes/Regulations are included.

BID PACKAGE #BP220000

25. Taping of all floor drains, clean-out covers, etc. is included for protection of finish. Protection of drains and covers shall be removed upon conclusion of all work by all trades and prior to Architect's punch list. Final cleaning and polishing of drain and clean-out covers are included at conclusion of project.
26. Subcontractor shall furnish and install all material required for plumbing rough-in, hookups, and final hook-ups to equipment furnished by others as indicated by the Contract Documents. Subcontractor is also responsible to ensure all equipment shipped corresponds with approved submittals prior to hook-ups including rough-in locations, mounting heights, grounding, power requirements, etc. Subcontractor is further responsible for ensuring all equipment indicated on Architectural and Plumbing Drawings have sanitary and water source.
27. This Subcontractor is responsible to coordinate work under this agreement with Mechanical, Electrical, Fire Protection and Site Utility Subcontractors.
28. Subcontractor is responsible for identifying all potential conflicts with existing and building structure systems as well as existing and MEP installations. Subcontractor shall include all required piping modifications, fittings, etc. to comply with final piping layouts with approved coordination drawings and/or to comply with field conditions for connections to existing utilities at no additional cost to Construction Manager.
29. Subcontractor has reviewed the Drawings & Specification for this Project. Subcontractor has found no obvious omissions and further agrees that the Work of this Agreement and the Project can be constructed within the milestone and completion dates without claims for delay or impact costs, unless substantial Owner directed Scope changes occur.
30. This Subcontractor shall obtain and pay for any additional permits, bonds, or fees as required to complete Scope of Work under this agreement; any required re-inspection fees / costs are the responsibility of Subcontractor.
31. Subcontractor to provide a copy of all completed and approved submittals to the Test and Balance Subcontractor.

F. **PROJECT SCOPE INCLUSIONS:**

The following items are listed for clarification purposed only. This should not be considered a complete list of all work included in this Scope of Work:

1. All Domestic Water Piping and Specialties.
 2. All Sanitary Waste and Vent Piping and Specialties.
 3. All Meters and Plumbing Guages.
 4. Electric Water Heaters.
 5. All Plumbing Identification required.
 6. All required pipe insulation.
 7. Sanitary Waste Interceptors/ Grease Traps.
 8. All fixtures listed in the Contract Documents.
- BID PACKAGE #BP220000

9. All floor drains, trench drain in pool area and kitchen drains.

10. All required inspections and testing.

G. **PROJECT SCOPE EXCLUSIONS:**

The following is a complete and exhaustive list of exclusions from the Scope of Work:

1. Gas piping.
2. Site utilities further than 5' outside building line.
3. Site irrigation systems.

BID PACKAGE #BP230000
HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)
(SCOPE OF WORK)

The Scope of Work shall include the furnishing of a complete HEATING, VENTILATING, AND AIR CONDITIONING (HVAC) PACKAGE. This shall include, but is not limited to all required: labor, fabrication, engineering, submittals, shop drawings, materials, equipment, tools, supervision, hoisting, scaffolding, and transportation as required for a complete scope of work.

DESCRIPTION OF SCOPE INCLUSIONS

The following is non-exhaustive list of inclusions and is not intended to limit the work in any way.

A. CONTRACT DOCUMENTS:

All work shall be performed in accordance with Contract Documents.

- All plans and specifications
- All scope of work requirements
- All contract requirements

B. BONDING REQUIREMENTS:

Each bidder quoting a sum greater than \$100,000 shall have a 5% Bid Bond accompanying their bid as well as a Payment and Performance Bond included in their price. Additionally, all Bonds required shall be furnished per the Subcontract Agreement provided in the Bid Manual.

C. SUBMITTAL REQUIREMENTS:

Collaborative File Sharing - Subcontractor shall be responsible for the uploading of all required submittals to a file sharing program. Notifications will be sent when submittals are reviewed, it is the subcontractor's responsibility to track the approval process and proceed as directed in the submittal.

1. Samples – Descriptions of samples shall be uploaded to the site for record purposes. "Hard" samples are still required per the plans/specifications.

Subcontractor shall clearly identify to the Construction's Manager and Architect's attention, at the time of submittals, of any deviations from the Contract Documents. This Subcontractor's responsibility to the Contract Documents is not relieved by the Architect or Construction Manager's review unless there is written acceptance of the specific deviations. Subcontractor is responsible for submitting and expediting approval of any submittal requirements through a jurisdictional agency, if applicable.

Subcontractor is to deliver all required Reports and bid documents to Construction Manager within 14 calendar days from date of Notice of Award. NO payment shall be made to subcontractor without all subcontractors' documents submitted. Provide signed and sealed engineered shop drawings as specified by a licensed and registered Engineer.

Any required re-submittals, record submittals, and/or field drawings shall be forwarded to Construction Manager within seven (7) days of initial submittal return to Subcontractor. Failure of this Subcontractor to submit correct or timely submittals does not relieve said Subcontractor of material delivery obligations in accordance with the Project Schedule. Subcontractor shall allow a minimum of twenty-eight (28) calendar days of Construction Manager -Architect review duration.

D. STANDARD SCOPE INCLUSIONS:

The items listed below are specifically included and are for clarification purposes only. They shall not be construed as a complete list of all work. It is the intent of this to clarify subcontract issues. If conflicts are discovered between this and the Subcontract General Terms, then the Subcontract General Terms shall govern.

1. Subcontractor will not use or allow the use of the building sewer or drainage systems for cleaning or disposing of its materials, equipment or waste. In the event any systems are plugged or obstructed by this Subcontractor's materials, Subcontractor will reimburse the Contractor for the repair cost plus a mark-up.
2. This Subcontractor is responsible for requesting in writing (RFI) all additional instruction or clarifications that may be required from the Design Consultants, which are needed for the performance of the work. The request for such information shall be done in advance to avoid any delay of the work.
3. This Subcontractor is responsible for receiving, unloading, inventorying, storing, and coordinating this Subcontractor's work. All deliveries/ hoisting/ etc. will be coordinated/ scheduled with CM. Any deliveries not scheduled will not be allowed on site.
4. Traffic Control/ flag man for hauling operation in/ out of the project site.
5. This subcontractor is responsible for daily clean-up of all debris created by this scope of work.
6. Maintaining streets and parking lots in clean condition for your scope of work.
7. This subcontractor is responsible for supplying and maintaining, all scaffolding, working platforms, material handling, storage, lifting & hoisting as required to perform the work.
8. This subcontractor is responsible for all temporary safety measures for any openings to meet OSHA requirements pertaining to your scope of work.
9. The Subcontractor has reviewed all drawings, documents, appendices and specifications for this project and has found no obvious omissions and further agrees that the work of this agreement and the project can be constructed within the milestone and completion dates without claims for delay or impact costs, unless substantial Owner directed Scope changes occur.
10. This subcontractor shall provide a full time English Speaking on site non-working superintendent to oversee all subcontractors work. This subcontractor's superintendent's resume will be included in the bid.
11. In the event of inclement weather, all Subcontractors are responsible for the securing and protection of all their own materials and work in place.
12. Within 10 days of receipt of subcontract, each subcontractor is required to issue a manpower count necessary for each section/activity of their scope of work to meet the schedule requirements. Metcon must review and approve the proposed manpower counts prior to commencement of your work. Metcon, Owner, Architect & Consultants will be tracking the manpower weekly for each activity and the status of project schedule compliance to measure performance.

E. **SPECIFIC SCOPE INCLUSIONS:**

1. Subcontractor shall submit to Construction Manager all welders' certificates and crane inspection certifications ten (10) days prior to starting work. All certifications and inspections shall be current in accordance with OSHA and the Contract Documents
2. Subcontractor shall furnish and install valve charts, labels, tags, pipe and duct identification, access panel ID, equipment ID, etc. per specifications as required.
3. All spare parts, attic stock, etc. are included in this Scope of Work and shall be transmitted to Construction Manager on a one-time basis, packaged in unopened cartons forty-five (45) days after notice to proceed.
4. All hoisting, unloading, storage, protection, and handling of mechanical equipment, piping, and fixtures are included in this Scope of Work.
5. All warranties start at project Beneficial Occupancy date. Subcontractor is responsible for all warranty costs.
6. Coordinate all installations, testing, inspections, and punch lists with commissioning agent hired by the Owner for this project at no additional cost to Construction Manager.
7. Furnish and install temporary filter media to the return air grilles and exterior intake louvers during construction until Owner acceptance. These filters will be replaced on a bi-weekly basis or as directed by Construction Manager.
8. Subcontractor shall flush and clean all building mechanical piping systems. Provide and maintain construction strainers in all pumps until Owner's acceptance of buildings.
9. Subcontractor is responsible for notifying Construction Manager, Owner, Architect, and governing agencies of all inspection requests.
10. Subcontractor is responsible for notifying Construction Manager, Owner, Architect, and governing agencies of all existing utility locates. Subcontractor shall verify locations of all existing utilities within the construction areas prior to commencing work. Any damage to existing utilities during construction will be repaired at the expense of the Subcontractor that caused the damage.
11. Subcontractor shall layout all work under this agreement from Owner provided horizontal and vertical control site monument points.
12. All testing, certification tests, etc. under direction of Owner, Engineer, Inspectors, and governmental authority(s) having jurisdiction.
13. Final cleaning of all exposed equipment, fixtures, piping and piping insulation is included in this Scope of Work.
14. Subcontractor is responsible for total coordination of all mechanical installations and for providing complete mechanical system. There will be no cost or time considerations given for adjustments of equipment or pipe runs due to conflicts arising from lack of coordination with adjacent other existing MEP installations, building structure or other Subcontractors. First installed does not constitute grounds for a change order for installation of uncoordinated work.

15. Subcontractors shall layout and install all required sleeves within elements of the structure for the installation of Subcontractor's work. Subcontractor shall seal, pack, fire safe, water seal, weather caulk, aesthetic caulk, etc. all its sleeves/penetrations as required by the Contract Documents and as to maintain required ratings. Formed openings in masonry and concrete walls are herein included.
16. Subcontractor shall furnish and install all required supports for this work including, but not limited to anchor bolts, hangers, isolators, channels, angles, end embeds. All items shall be hot dipped galvanized finish, unless noted otherwise in the Contract Documents. Subcontractor is responsible to verify with Structural Engineer that existing structures will support new pipe loads to determine if ceiling or floor mounted supports are required at no additional cost to Construction Manager.
17. Should additional supports be required to distribute loads over more than one structural element per industry standards, same shall be included. All items hanging from steel trusses shall be hung within design requirements. No point loading or overloading of truss system is permitted. Floor stands are included if existing structural elements will not support loads.
18. All keyed access panels and covers specified or shown on the Contract Documents or required by the work are to be furnished and installed by this Subcontractor. This Subcontractor is responsible for coordinating the locations and sizes of required framed openings with respective trades during the construction of walls, ceilings, and floors. All access panels shall be "keyed type".
19. Subcontractor shall allow walls to be primed and finish painted prior to installation of surface mounted piping and setting of equipment. Subcontractor understands that existing wall and ceilings paints are to remain, and this Subcontractor will be responsible for repaint costs if damages occur installing work under this agreement.
20. Subcontractor understands ceiling grid is to be protected by this Subcontractor and this Subcontractor shall be responsible for costs to make any repairs or portion thereof of unidentifiable damage caused jointly with other MEP trades.
21. Subcontractor understands all building finishes are to be protected by this Subcontractor to perform work under this agreement. Subcontractor is responsible to protect surrounding substrates and finishes from Work of this Scope, especially windows, window blinds, existing MEP installations, flooring, doors, frames, paint, new MEP installations proceeding completion of work under this agreement, etc.
22. Final cleaning of all exposed mechanical equipment, fixtures, and piping is included in this Scope of Work.
23. Subcontractor has reviewed the drawings and specifications for this project. Subcontractor has found no obvious omissions and further agrees that the work of this agreement and the project can be constructed within the milestone and completion dates without claims for delay or impact costs, unless substantial Owner directed Scope changes occur.
24. All maintenance manuals and owner training requirements shall be completed forty-five (45) days prior to schedule project completion date or earlier if noted elsewhere in Contract Documents.
25. Provide all extra materials and maintenance tools for Owner to Construction Manager in unopened containers/packages prior to beginning work. All items shall be transmitted to Construction Manager and delivered and distributed to a location on campus as determined by Owner.
26. Subcontractor agrees to work with Masonry and Concrete Subcontractors to coordinate all rough-ins.

BID PACKAGE #BP230000

27. Coordination drawings as specified are included in this scope of work
28. Provide added access doors needed for locations not identified on drawings or specifications but required for this Scope of Work.
29. Provide new filters at date of project substantial completion (above attic stock requirement).

F. **PROJECT SCOPE INCLUSIONS:**

The following items are listed for clarification purposes only. This should not be considered a complete list of all work included for this Scope of Work:

1. Split System Heating and Air Conditioning Units.
2. Computer-Room Air Conditioning
3. Indoor Dehumidification Units.
4. Unit Heaters.
5. Gas piping.
6. Refrigerant Piping and insulation.
7. Duct, accessories and insulation.
8. Diffusers, registers and grilles.
9. Commercial Air Curtain.
- 10 Building Automation System.
11. Vibration and Seismic Controls.
12. Testing , Balancing and all required inspections.

G. **PROJECT SCOPE EXCLUSIONS:**

The following is a complete and exhaustive list of exclusions from the Scope of Work:

1. Disconnect switches.
2. Final power connection to motors.

BID PACKAGE #BP260000
ELECTRICAL
(SCOPE OF WORK)

The Scope of Work shall include the furnishing of a complete ELECTRICAL PACKAGE. This shall include, but is not limited to all required: labor, fabrication, engineering, submittals, shop drawings, materials, equipment, tools, supervision, hoisting, scaffolding, and transportation as required for a complete scope of work.

DESCRIPTION OF SCOPE INCLUSIONS

The following is non-exhaustive list of inclusions and is not intended to limit the work in any way.

A. CONTRACT DOCUMENTS:

All work shall be performed in accordance with Contract Documents.

- All plans and specifications
- All scope of work requirements
- All contract requirements

B. BONDING REQUIREMENTS:

Each bidder quoting a sum greater than \$100,000 shall have a 5% Bid Bond accompanying their bid as well as a Payment and Performance Bond included in their price. Additionally, all Bonds required shall be furnished per the Subcontract Agreement provided in the Bid Manual.

C. SUBMITTAL REQUIREMENTS:

Collaborative File Sharing - Subcontractor shall be responsible for the uploading of all required submittals to a file sharing program. Notifications will be sent when submittals are reviewed, it is the subcontractor's responsibility to track the approval process and proceed as directed in the submittal.

1. Samples – Descriptions of samples shall be uploaded to the site for record purposes. "Hard" samples are still required per the plans/specifications.

Subcontractor shall clearly identify to the Construction's Manager and Architect's attention, at the time of submittals, of any deviations from the Contract Documents. This Subcontractor's responsibility to the Contract Documents is not relieved by the Architect or Construction Manager's review unless there is written acceptance of the specific deviations. Subcontractor is responsible for submitting and expediting approval of any submittal requirements through a jurisdictional agency, if applicable.

Subcontractor is to deliver all required Reports and bid documents to Construction Manager within 14 calendar days from date of Notice of Award. NO payment shall be made to subcontractor without all subcontractors' documents submitted. Provide signed and sealed engineered shop drawings as specified by a licensed and registered Engineer.

Any required re-submittals, record submittals, and/or field drawings shall be forwarded to Construction Manager within seven (7) days of initial submittal return to Subcontractor. Failure of this Subcontractor to submit correct or timely submittals does not relieve said Subcontractor of material delivery obligations in accordance with the Project Schedule. Subcontractor shall allow a minimum of twenty-eight (28) calendar days of Construction Manager -Architect review duration.

D. STANDARD SCOPE INCLUSIONS:

The items listed below are specifically included and are for clarification purposes only. They shall not be construed as a complete list of all work. It is the intent of this to clarify subcontract issues. If conflicts are discovered between this and the Subcontract General Terms, then the Subcontract General Terms shall govern.

1. Subcontractor will not use or allow the use of the building sewer or drainage systems for cleaning or disposing of its materials, equipment or waste. In the event any systems are plugged or obstructed by this Subcontractor's materials, Subcontractor will reimburse the Contractor for the repair cost plus a mark-up.
2. This Subcontractor is responsible for requesting in writing (RFI) all additional instruction or clarifications that may be required from the Design Consultants, which are needed for the performance of the work. The request for such information shall be done in advance to avoid any delay of the work.
3. This Subcontractor is responsible for receiving, unloading, inventorying, storing, and coordinating this Subcontractor's work. All deliveries/ hoisting/ etc. will be coordinated/ scheduled with CM. Any deliveries not scheduled will not be allowed on site.
4. Traffic Control/ flag man for hauling operation in/ out of the project site.
5. This subcontractor is responsible for daily clean-up of all debris created by this scope of work.
6. Maintaining streets and parking lots in clean condition for your scope of work.
7. This subcontractor is responsible for supplying and maintaining, all scaffolding, working platforms, material handling, storage, lifting & hoisting as required to perform the work.
8. This subcontractor is responsible for all temporary safety measures for any openings to meet OSHA requirements pertaining to your scope of work.
9. The Subcontractor has reviewed all drawings, documents, appendices and specifications for this project and has found no obvious omissions and further agrees that the work of this agreement and the project can be constructed within the milestone and completion dates without claims for delay or impact costs, unless substantial Owner directed Scope changes occur.
10. This subcontractor shall provide a full time English Speaking on site non-working superintendent to oversee all subcontractors work. This subcontractor's superintendent's resume will be included in the bid.
11. In the event of inclement weather, all Subcontractors are responsible for the securing and protection of all their own materials and work in place.
12. Within 10 days of receipt of subcontract, each subcontractor is required to issue a manpower count necessary for each section/activity of their scope of work to meet the schedule requirements. Metcon must review and approve the proposed manpower counts prior to commencement of your work. Metcon, Owner, Architect & Consultants will be tracking the manpower weekly for each activity and the status of project schedule compliance to measure performance.

E. **SPECIFIC SCOPE INCLUSIONS:**

1. Subcontractor shall layout all work under this agreement from Owner provided horizontal & vertical control and site monument points.
2. Provide and install all raceways and conduits for work by others as referenced in the specifications and shown on the drawings.
3. All concrete work required in this scope of work (duct banks, pole bases, etc.) shall be installed per the Concrete specifications.
4. Subcontractor is responsible for sealing of open conduit terminations in all conduits stubbed-out in telecommunication rooms, duct banks, at manholes, etc. after completing work under this agreement
5. It is responsibility of this Subcontractor to ensure that all conduit installations have sufficient specified or code required coverage since installations will occur prior to final grading operations. Subcontractor shall be responsible for benching back existing soils at completed structures if adjacent soils are higher than proposed and/or applying controlled backfill materials around structures/piping if soils are lower than proposed to protect all installation from construction traffic, damages, differential settlements, etc.
6. Subcontractor shall provide all labeling, tagging, stenciling, signage, panel schedules, electrical, clean power panel plaques, and room door tag identification, color coding, etc. as required by the Contract Documents.
7. All access panels and covers as required by code or indicated on the electrical documents are by this Subcontractor for work under this agreement. Subcontractor is responsible for coordinating the locations and size of required framed openings with respective trades during the construction of walls, ceilings, and floors.
8. All required hoisting for loading, unloading, storage, protection, and installation of material and equipment related to this work shall be included in this Scope of Work.
9. Painting and touch-up of factory finishes on electrical equipment is included in this Scope of Work.
10. This Scope of Work shall allow walls to be primed and surface painted prior to installation of all finish devices, wall racks, etc.
11. Subcontractor will provide final cleaning of all electrical devices and electrical equipment.
12. Subcontractor is responsible for cutting all sheetrock or acoustical ceiling tiles for system installations and devices installed under this agreement.
13. All reference to 'by Construction Manager' or 'by General Contractor' on the Electrical Drawings and specifications shall be inferably assumed as 'By this Subcontractor'.
14. Subcontractor is responsible for notifying Construction Manager, Owner, Architect, and governing agencies of all tie-ins and shut downs of existing utility systems, inspection requests, and existing utility locates.
15. Subcontractor is responsible for compliance to all requirements of local authority(s) having jurisdiction on all installations under this agreement.

16. Subcontractor is responsible to coordinate work under this agreement with Mechanical Subcontractor, Fire Protection Subcontractor, and Plumbing Subcontractor.
17. Subcontractor has reviewed the drawings and specifications for this Project. Subcontractor has found no obvious omissions and further agrees that the Work of this agreement and the Project can be constructed within the milestone and completion dates without claims for delay or impact costs, unless substantial Owner directed Scope changes occur.
18. All Maintenance Manuals and Owner Training requirements shall be completed forty-five (45) days prior to schedule project completion date or earlier if noted elsewhere in Contract Documents.
19. Provide all extra materials and maintenance tools for Owner to Construction Manager in unopened containers/packages to Construction Manager prior to beginning work. All items shall be turned over no later than 30 days prior to the Project Completion date for each phase. All items shall be transmitted to Construction Manager in writing and delivered and unloaded in a location(s) determined by Construction Manager on campus.
20. Subcontractor is responsible for developing all floor and ceiling layout back drop files and shall not assume Architect files will be available for use to develop shop drawings or coordination drawings.
21. Subcontractor shall layout, install, and strip all required sleeves within elements of the structure for the installation of Subcontractor's Work in masonry and cast-in-place concrete locations. Formed openings in masonry and concrete walls are herein included.
22. Subcontractor shall seal, pack, fire safe, etc. all fire rated penetrations in walls, floors, and ceilings as required by the Contract Documents and as to maintain required ratings.
23. Subcontractor shall seal, weather caulk, aesthetic caulk, etc. all its sleeves/penetrations as required by the Contract Documents.
24. Subcontractor shall furnish and install all required supports for the work, including but not limited to anchor bolts, hangers, isolators, channels, angles, embeds, etc. All system components are to be hot dipped galvanized unless noted otherwise on the Contract Documents.
25. All material and equipment shall be installed in a manner which will not overload the structural elements of the building. Should additional supports be required to distribute loads over more than one structural element, same shall be included by this Subcontractor. All items hanging from steel trusses shall be hung off truss panel points.
26. All required hoisting for loading, unloading, storage, protection, and installation of material and equipment related to this work shall be included in this Scope of Work.
27. All weatherproof enclosures, housing, shields, phase guards, hoods (if electrical work located under water/drain pipes), caulking, seal-tight, junction boxes, etc. are included in this Scope of Work.
28. The early start-up of the electrical equipment shall in no way encroach upon any warranty requirements of the Specifications.

29. This Subcontractor has included all costs for onsite participation in the Owner's Commissioning process which includes verification of all electrical system devices in accordance with specifications. The owner is responsible for the commissioning process; however, this Subcontractor shall be responsible for the payment of the second and subsequent testing should the first test fail in accordance with the Contract Documents

F. **PROJECT SCOPE INCLUSIONS:**

The following items are listed for clarification purposes only. This should not be considered a complete list of all work included for this Scope of Work:

1. All Electrical systems complete as shown on the drawings and specified in Division 26 – Electrical.
2. All site lighting including pole lights, parking lights and LED lighting.
3. Conduit and pull-string for building security systems.
4. Addressable Fire Alarm System.

G. **PROJECT SCOPE EXCLUSIONS:**

The following is a complete and exhaustive list of exclusions from the Scope of Work:

1. Security System devices, wiring or testing.

Fayetteville Senior Center West

BID PACKAGE # AND TITLE: BP #093000 - Tiling

BID PROPOSAL OF: McLaughlin Tile, Inc.
(Hereinafter call "BIDDER") (Name of Firm)

A(N) Corporation organized and existing under the laws of the State of North Carolina
(Corporation) Partnership or Individual

BIDDER'S North Carolina STATE LICENSE NUMBER: _____

ADDRESSED TO: **Metcon, Inc.**
Mark Floyd

and **bids received at: 433 Hay St Fayetteville, NC 28305**

The bidder, in compliance with the Instruction to Bidders for the above referenced project – Bid Package, having examined the complete contract documents including plans, specifications, and addenda issued by Metcon and the Bid Manual prepared by Metcon, Construction Manager, dated **(Date)** and being familiar with the site of the proposed work, schedule requirements, and with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials, engineering, permits, fees, taxes, insurance, bonds if required, scaffolding, hoisting, tools, equipment, machinery, rentals, transportation, supervision, clean-up, and safety measures to perform all work and furnish all services necessary to provide the entire scope of work indicated in this Bid Package and Scope of Work, for the prices indicated on this Form of Proposal. These prices are to cover all expenses incurred in performing the work required for this Bid Package Scope of Work including all alternates and allowances.

The Bidder acknowledges that he/she has read and familiarized him or herself with the Minority, Woman, and Small Business Enterprise Program, and further agrees to fully incorporate and participate with this program. The Bidder has also completed and attached to this bid proposal, the required forms entitled either:

"Affidavit 1 – List of Good Faith Efforts" or "Affidavit 2 – Intent to Self-Perform"

The Bidder agrees, that if a written notice of acceptance of the bid is mailed or delivered to the undersigned within ninety (90) days after the proposal due date, to enter into a Subcontract Agreement with the Construction Manager for the bid amount indicated in the appropriate spaces on this form, which is based upon the information contained in the plans and specifications, addenda, the Bid Manual, and the Scope of Work defined in Exhibit A – Scope of Work, and including work that might be considered a part of this trade's standard scope of work, but is not specifically indicated herein. The bidder further agrees to, within seven (7) calendar days, deliver to the Construction Manager a contract properly executed, insurance certificates, and if required, a Performance and Labor & Material Payment Bond.

After Bid Proposals are received, tabulated, and evaluated by the Construction Manager, and the successful Bidder for each Bid package has been determined, said Bidder agrees to meet immediately with the Construction Manager for purposes of determining that the Bidder has included a complete scope of work in their proposal. For purposes of these meetings, the Bidder agrees to provide herein a complete, detailed cost breakdown, a list of all Sub-Subcontractors, a list of all Suppliers, a schedule of anticipated manpower, a list of all items, materials and their manufacturers proposed for use in the work as required by the Construction Manager.

The Bidder acknowledges receipt of the following Addenda issued by the Construction Manager:

Addendum No.	one	Dated:	01-APRIL-2019
Addendum No.	two	Dated:	04-APRIL-2019
Addendum No.	three	Dated:	05-APRIL-2019
Addendum No.	four	Dated:	05-APRIL-2019
Addendum No.		Dated:	
Addendum No.		Dated:	

BASE BID

The undersigned agrees to perform the entire Scope of Work for this Bid package, as described in the Contract Documents, Addenda, and Bid Manual. Pricing is to be provided as follows:

1. Lump Sum Bid:

*** FIFTY SEVEN THOUSAND THREE HUNDRED NINE DOLLARS AND 00 /100 *** Dollars,
(\$ 57,309 -----).

Show amount in both words and figures, in case of discrepancy, the amount shown in words shall govern.

All North Carolina State Sales and Use Taxes or Local Sales and Use Taxes are included in the above Base Bid and Alternates (including taxes on purchased or rental of tools and equipment). Bidder agrees that this bid will remain good and may not be withdrawn for a period of ninety (90) days after receipt date of Bid Proposal.

UNIT PRICES & ALLOWANCES

The Bid Packages that are affected by the following Unit Prices have been identified. Provide the unit cost for the following items as it pertains to the work in this contract. Prices are to include all direct cost of the work, taxes, overhead, profit, supervision, equipment, sub-subcontracts, materials, labor, etc. Prices shall remain in effect for the entire duration of the project. Unit prices will be used as a basis for adjustment of the contract total whether work is added or deducted. A unit price must be provided in the appropriate space on the Bid Proposal Form for all unit prices corresponding to your bid package.

Lump-sum and unit prices allowances are listed below. Construction allowances, if required, are included Bid Packages for each applicable trade package.

UNIT PRICE No. 1: N/A

ALLOWANCE No. 1: N/A

SCHEDULE

Bidder has reviewed the proposed Schedule included in the bid manual and agrees that it can achieve the schedule as shown.

CONTRACT TERMS AND CONDITIONS

Bidder has read and reviewed the terms and conditions enclosed in the contract documents including all documents enumerated in the Table of Contents of the Bid Manual and takes no exception and is prepared to enter into Subcontract with the Construction Manager.

The undersigned represents that this proposal is made in good faith, without fraud, collusion, or connection of any kind with any other bidder of the same work, that he/she is competing in his/her own interest and in his/her own behalf, without connection of obligation to an undisclosed person; that no other person has any interest in regard to all conditions pertaining to the Work and in regard to the place where it is to be done, has made his/her own examination and estimates and from them makes this proposal. The undersigned understands that the Construction Manager, Owner and Architect reserve the right to reject any and all Bid Proposals and to waive any irregularities or informalities.

SIGNATURE: _____

(Owner, President or Authorized Agent if Corporation)

NAME & TITLE: Roy McLaughlin President

(Print)

~~2nd SIGNATURE:~~ _____~~WITNESS:~~ _____~~(If Partnership)~~

BUSINESS ADDRESS: P.O. Box 65323

(Street Number & Street, PO Box)

Fayetteville, NC 28306-5323 (910) 484 - 1909

(City, State, Zip, Phone)

ATTEST (if Corporation)

Anne McLaughlin

(Name)

Vice-President

(Title)

Check One: _____ Individual _____ Partnership X Corporation

SEAL HERE

AFFIX CORPORATE

Minority, Women, and Small Business Enterprise Identification Form

(Name of Bidder)

*M/W/SBE

[illegible]

Attach this form and AFFIDAVIT A on this form and AFFIDAVIT B to the Bid

Fayetteville Senior Center West

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid



Attach AFFIDAVIT A or AFFIDAVIT B to the Bid

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

County of Cumberland

Affidavit of McLaughlin Tile, Inc.

(Name of Bidder)

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

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

Date: 9-APRIL-2019 **Name of Authorized Officer:** Roy McLaughlin

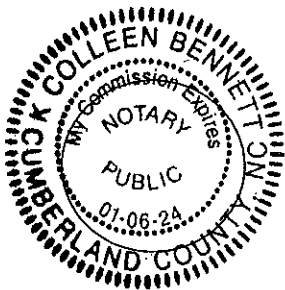
Signature:

Title: President

State of North Carolina, County of CUMBERLAND
Subscribed and sworn to before me this 9th day of APRIL
2019

Notary Public

My commission expires 01-06-24



Seal


The undersigned certifies that McLaughlin Tile, Inc
P.O. Box 65323, Fayetteville, NC 28306-5323

(Name and Business Address of Subcontractor)

North Carolina General Contractor License Number _____ has not in connection with this proposal or in any instance engaged in any conspiracy, combination, or any other act in restraint of trade or commerce declared to be unlawful by the provisions of N.C.G.S. 75-1 and 75-2 where the combination, conspiracy or other unlawful act in restraint of trade involves a contract for construction, renovation or repair, let or to be let by a governmental agency or a subcontract for construction renovation or repair with a prime contractor or proposed prime contractor for a governmental agency. N.C.G.S. 133-24.

Furthermore, the undersigned certifies that it is familiar with the response to the Prequalification Package and Bid Manual for **Fayetteville Senior Center West** and that said response, is fair and proper and is not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the undersigned or any of its agents, representatives, owners, employees or parties in interest. N.C.G.S. 133-30.

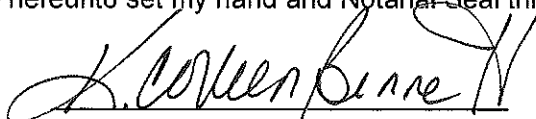
Finally, the undersigned certifies that it has not been suspended from bidding by the North Carolina State Building Commission or any other State building authority and that it is not an affiliate or subsidiary of any company suspended by the North Carolina State Building Commission or any other State building authority.

By Roy McLaughlin 

Title President

Date 9-APRIL-2019

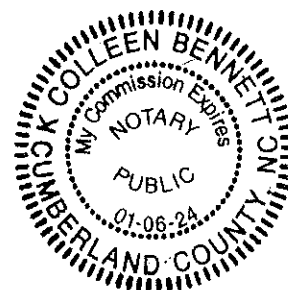
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the 9th day of APRIL, 2019.


Official Signature of Notary

K. COLLEEN BENNETT, Notary Public
Notary's Printed or Typed Name

My Commission Expires

01-06-24



CMR 00 50 00 - Exhibit M

Scopes of Work

BP#	BP NAME
BP015000	GENERAL TRADES
BP017423	FINAL CLEANING
BP033000	CAST-IN-PLACE CONCRETE
BP042000	UNIT MASONRY
BP050000	METALS
BP064000	ARCHITECTURAL WOODWORK
BP074100	ACM WALL PANELS
BP074646	SIDING
BP075100	ROOFING
BP081000	DOORS, FRAMES & HARDWARE
BP083300	COILING DOORS AND GRILLES
BP084000	ENTRANCES, STOREFRONTS, AND CURTAIN WALLS
BP092000	PLASTER AND GYPSUM BOARD ASSEMBLIES
*** BP093000	TILING ***
BP095113	ACOUSTICAL CEILINGS
BP096000	FLOORING
BP099100	PAINTING
BP101400	SIGNAGE
BP102000	INTERIOR SPECIALTIES
BP102200	OPERABLE PARTITIONS
BP122413	WINDOW TREATMENTS
BP131100	SWIMMING POOL
BP210000	FIRE SUPPRESSION
BP220000	PLUMBING
BP230000	HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)
BP260000	ELECTRICAL
BP329000	LANDSCAPING

Initial Here *RM* RM

McLaughlin Tile, Inc.

CMR 00 50 00

Page | 145

Bid Proposal Forms

Fayetteville Senior City West

BID PACKAGE # AND TITLE: BP 096000 Flooring

BID PROPOSAL OF: Alpha Plus Flooring Inc.
(Hereinafter call "BIDDER") (Name of Firm)

A(N) Corporation organized and existing under the laws of the State of NC
(Corporation, Partnership or Individual)

BIDDER'S North Carolina STATE LICENSE NUMBER: 473315009

ADDRESSED TO: Metcon, Inc.
and bids received at: Attention: Mark Floyd
City of Fayetteville
City Hall, 1st Floor Conference Room
433 Hay Street
Fayetteville, NC 28301

The bidder, in compliance with the Instruction to Bidders for the above referenced project – Bid Package, having examined the complete contract documents including plans, specifications, and addenda issued by Metcon and the Bid Manual prepared by Metcon, Construction Manager, dated XXXX, and being familiar with the site of the proposed work, schedule requirements, and with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials, engineering, permits, fees, taxes, insurance, bonds if required, scaffolding, hoisting, tools, equipment, machinery, rentals, transportation, supervision, clean-up, and safety measures to perform all work and furnish all services necessary to provide the entire scope of work indicated in this Bid Package and Scope of Work, for the prices indicated on this Form of Proposal. These prices are to cover all expenses incurred in performing the work required for this Bid Package Scope of Work including all alternates and allowances.

The Bidder acknowledges that he/she has read and familiarized him or herself with the Minority, Woman, and Small Business Enterprise Program, and further agrees to fully incorporate and participate with this program. The Bidder has also completed and attached to this bid proposal, the required forms entitled either:

“Affidavit 1 – List of Good Faith Efforts” or “Affidavit 2 – Intent to Self-Perform”

The Bidder agrees, that if a written notice of acceptance of the bid is mailed or delivered to the undersigned within ninety (90) days after the proposal due date, to enter into a Subcontract Agreement with the Construction Manager for the bid amount indicated in the appropriate spaces on this form, which is based upon the information contained in the plans and specifications, addenda, the Bid Manual, and the Scope of Work defined in Exhibit A – Scope of Work, and including work that might be considered a part of this trade's standard scope of work, but is not specifically indicated herein. The bidder further agrees to, within

seven (7) calendar days, deliver to the Construction Manager a contract properly executed, insurance certificates, and if required, a Performance and Labor & Material Payment Bond.

After Bid Proposals are received, tabulated, and evaluated by the Construction Manager, and the successful Bidder for each Bid package has been determined, said Bidder agrees to meet immediately with the Construction Manager for purposes of determining that the Bidder has included a complete scope of work in their proposal. For purposes of these meetings, the Bidder agrees to provide herein a complete, detailed cost breakdown, a list of all Sub-Subcontractors, a list of all Suppliers, a schedule of anticipated manpower, a list of all items, materials and their manufacturers proposed for use in the work as required by the Construction Manager.

The Bidder acknowledges receipt of the following Addenda issued by the Construction Manager:

Addendum No.	<u>1</u>	Dated:	<u>4/9/19</u>
Addendum No.	<u>2</u>	Dated:	<u>4/9/19</u>
Addendum No.	<u>3</u>	Dated:	<u>4/9/19</u>
Addendum No.	<u>4</u>	Dated:	<u>4/9/19</u>

BASE BID

The undersigned agrees to perform the entire Scope of Work for this Bid package, as described in the Contract Documents, and Addenda. Pricing is to be provided as follows:

Bid Sum: less sales tax

One hundred and seventy-one thousand, nine hundred and \$ 171,939.11
thirty nine dollars and eleven cents.

Sales Tax:

Ten thousand, five hundred and fifty-seven dollars \$ 10,557.04
and four cents.
Show amount in both words and figures, in case of discrepancy, the amount shown in words shall govern.

"The Contractor shall not include local and state sales, consumer, use and similar taxes in the Contract Sum. However, he shall pay such taxes at the time that are due. He shall provide the Owner with two (2) notarized invoices with an itemized listing and supporting data for all such taxes paid, and the Owner shall reimburse the Contractor for such payments. The tax exemption only applies to permanent building materials. Supporting documentation shall be in conformance with requirements of the State of North Carolina." Bidder agrees that this bid will remain good and may not be withdrawn for a period of ninety (90) days after receipt date of Bid Proposal.

UNIT PRICES, ALLOWANCES and ALTERNATES

The Bid Packages that are affected by the following Unit Prices have been identified. Provide the unit cost for the following items as it pertains to the work in this contract. Prices are to include all direct cost of the work, taxes, overhead, profit, supervision, equipment, sub-subcontracts, materials, labor, etc. Prices shall remain in effect for the entire duration of the project. Unit prices will be used as a basis for adjustment of the contract total whether work is added or deducted. A unit price must be provided in the appropriate space on the Bid Proposal Form for all unit prices corresponding to your bid package. The unit price and

allowances are listed below. Construction allowances, if required, are included Bid Packages for each applicable trade package.

ALLOWANCE:

No. A: Unsuitable soil – Off-Site disposal and Backfill with Off-Site Source Suitable Soils.

Allowance Quantity: 1200 cubic yards

No. B: Monumental Signage: \$6000.00

ALTERNATES:

No. 1: Provide deduct alternate to omit (3) operable wall partitions. Contractor to provide structural framing as required for future installation.

Alt Bid: \$ _____

N/A

Sales Tax: \$ _____

No. 2: Provide deduct alternate to omit porte cochere, framing and soffit lighting. Reference electrical drawings for addition notes.

Alt Bid: \$ _____

N/A

Sales Tax: \$ _____

No. 3: Provide deduct alternate to omit wood ceiling and wall panel (WPS-2) in Lobby (101). In lieu wood ceiling and wall panel provide metal stud bumpout with wall type M40D on wall and ceiling soffit, paint PT-3, provide RB-1.

Alt Bid: \$ _____

N/A

Sales Tax: \$ _____

No. 4: Provide add alternate for ceiling design in Dance Studio as shown on detail 02/A-102. See mechanical and electrical drawings for additional notes.

Alt Bid: \$ _____

N/A

Sales Tax: \$ _____

No. 5: Provide add alternate to include open grid (WPS-1) in Exercise Equipment Room. Revise lighting layout as shown on 03/A-102. See electrical drawings for lighting revision

Alt Bid: \$ _____

N/A

Sales Tax: \$ _____

No. 6: Provide deduct alternate to omit curved ceiling panel (MC-1) in Warm Water Pool (115).

Alt Bid: \$ _____

N/A

Sales Tax: \$ _____

No. 7: Provide add alternate manual transfer switch. See electrical drawings for additional notes.

Alt Bid: \$ _____

Sales Tax: \$ _____

N/A

No. 8: Preferred Alternate – indicate cost increase to provide and install owner-preferred lock cylinder hardware as selected by a single-source manufacturer. The product provided must be a Schlage lock cylinder meeting the requirements of the specifications Division 8 Hardware.”

1. Base Bid: Provide lock cylinders as specified in Section 087100 “Door Hardware.”

2. Alternate: In lieu of the base bid, provide product that meets performance specifications.

Alt Bid: \$ _____

Sales Tax: \$ _____

N/A

UNIT PRICE:

Off-Site disposal and Backfill with Off-Site Source Suitable Soils \$ _____ /CUYD

SCHEDULE

Bidder has reviewed the proposed Schedule included in the bid manual and agrees that it can achieve the schedule as shown.

CONTRACT TERMS AND CONDITIONS

Bidder has read and reviewed the terms and conditions enclosed in the contract documents including all documents enumerated in the Table of Contents of the Bid Manual and takes no exception and is prepared to enter into Subcontract with the Construction Manager.

The undersigned represents that this proposal is made in good faith, without fraud, collusion, or connection of any kind with any other bidder of the same work, that he/she is competing in his/her own interest and in his/her own behalf, without connection of obligation to an undisclosed person; that no other person has any interest in regard to all conditions pertaining to the Work and in regard to the place where it is to be done, has made his/her own examination and estimates and from them makes this proposal. The undersigned understands that the Construction Manager, Owner and Architect reserve the right to reject any and all Bid Proposals and to waive any irregularities or informalities.

SIGNATURE:

David A. Brown
(Owner, President or Authorized Agent if Corporation)

NAME & TITLE:

David Brown manager 4/9/19
(Print)

2nd SIGNATURE:

(If Partnership)

WITNESS:

BUSINESS ADDRESS:

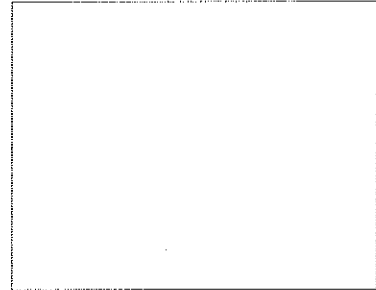
927 Bragg Blvd
(Street Number & Street, PO Box)
Fayetteville, NC 28301 (910) 433 - 2757
(City, State, Zip, Phone)

ATTEST (if Corporation)

David Brown
(Name)

(Title)

Check One: _____ Individual _____ Partnership X Corporation
SEAL HERE



AFFIX CORPORATE

Minority, Women, and Small Business Enterprise Identification Form

I, Alpha Plus INC.

(Name of Bidder)

do hereby certify that on this project, we will use the following minority, women, or small business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #

Work type

*M/W/SBE Category

Alpha Plus INC	Flooring	(F), (S), (A), (I)
927 Bragg Blvd Fay.		
Alberto Beltran	Installer	(H)
1-919-352-5913		

*M/W/SBE categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F), Small (S), or Socially and Economically Disadvantaged (D)

The total value of M/W/SBE firms contracting will be (\$) 182,496.15

Attach this form and AFFIDAVIT A or this form and AFFIDAVIT B to the Bid

Attach AFFIDAVIT A or AFFIDAVIT B to the Bid

State of North Carolina – AFFIDAVIT A – Listing of the Good Faith Effort

County of Cumberland

Affidavit of Alpha Plus Flooring Inc.
(Name of Bidder)

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

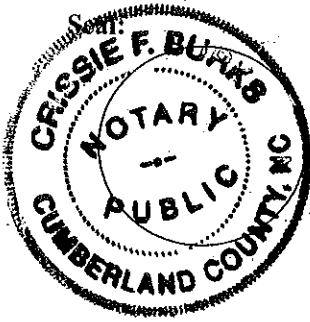
Bidder must earn at least 50 points from the Good Faith Efforts list for their bid to be considered responsive.

- ☐ 1 – (10 Points) 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 Points) 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 Points) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ 4 – (10 Points) 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 Points) Attended pre-bid meetings scheduled by the public owner.
- ☒ 6 – (20 Points) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ 7 – (15 Points) 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 Points) 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 Points) 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 Points) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

In accordance with GS143-128.2(d) and Board of Education Policy the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority, Women, and Small Business Participation schedule conditional upon execution of a contract with the Owner. 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, Women, and Small Business Enterprise commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 4/9/19

Name of Authorized Officer: D. E. A. B.



Signature: D. A. B.
Title: Manager

State of North Carolina County Cumberland
Subscribed and sworn to before me this 9 day of Apr. 2019

Notary Public Crissie F. Burns My commission expires 6-24-2019

Attach AFFIDAVIT A or AFFIDAVIT B to the Bid

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

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

Date: 4/9/15 Name of Authorized Officer: David Brown

Signature: D. Brown

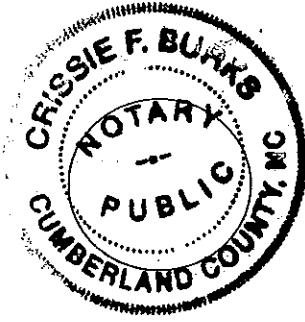
Title: manager

State of North Carolina, County of Cumberland
Subscribed and sworn to before me this 9 day of April 2015

Notary Public

My commission expires

Crisie F. Burks
6-24-2019



Seal

Bid Proposal Forms

Fayetteville Senior City West

BID PACKAGE # AND TITLE: 101400 Signage

BID PROPOSAL OF: AOA Signs, Inc.
(Hereinafter call "BIDDER") (Name of Firm)

A(N) Corporation organized and existing under the laws of the State of North Carolina
(Corporation, Partnership or Individual)

BIDDER'S North Carolina STATE LICENSE NUMBER: N/A

ADDRESSED TO: Metcon, Inc.
and bids received at: Attention: Mark Floyd
City of Fayetteville
City Hall, 1st Floor Conference Room
433 Hay Street
Fayetteville, NC 28301

The bidder, in compliance with the Instruction to Bidders for the above referenced project – Bid Package, having examined the complete contract documents including plans, specifications, and addenda issued by Metcon and the Bid Manual prepared by Metcon, Construction Manager, dated XXXX, and being familiar with the site of the proposed work, schedule requirements, and with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials, engineering, permits, fees, taxes, insurance, bonds if required, scaffolding, hoisting, tools, equipment, machinery, rentals, transportation, supervision, clean-up, and safety measures to perform all work and furnish all services necessary to provide the entire scope of work indicated in this Bid Package and Scope of Work, for the prices indicated on this Form of Proposal. These prices are to cover all expenses incurred in performing the work required for this Bid Package Scope of Work including all alternates and allowances.

The Bidder acknowledges that he/she has read and familiarized him or herself with the Minority, Woman, and Small Business Enterprise Program, and further agrees to fully incorporate and participate with this program. The Bidder has also completed and attached to this bid proposal, the required forms entitled either:

"Affidavit 1 – List of Good Faith Efforts" or "Affidavit 2 – Intent to Self-Perform"

The Bidder agrees, that if a written notice of acceptance of the bid is mailed or delivered to the undersigned within ninety (90) days after the proposal due date, to enter into a Subcontract Agreement with the Construction Manager for the bid amount indicated in the appropriate spaces on this form, which is based upon the information contained in the plans and specifications, addenda, the Bid Manual, and the Scope of Work defined in Exhibit A – Scope of Work, and including work that might be considered a part of this trade's standard scope of work, but is not specifically indicated herein. The bidder further agrees to, within

seven (7) calendar days, deliver to the Construction Manager a contract properly executed, insurance certificates, and if required, a Performance and Labor & Material Payment Bond.

After Bid Proposals are received, tabulated, and evaluated by the Construction Manager, and the successful Bidder for each Bid package has been determined, said Bidder agrees to meet immediately with the Construction Manager for purposes of determining that the Bidder has included a complete scope of work in their proposal. For purposes of these meetings, the Bidder agrees to provide herein a complete, detailed cost breakdown, a list of all Sub-Subcontractors, a list of all Suppliers, a schedule of anticipated manpower, a list of all items, materials and their manufacturers proposed for use in the work as required by the Construction Manager.

The Bidder acknowledges receipt of the following Addenda issued by the Construction Manager:

Addendum No.	<u>1</u>	Dated:	<u>4/1/19</u>
Addendum No.	<u>2</u>	Dated:	<u>4/4/19</u>
Addendum No.	<u>3</u>	Dated:	<u>4/5/19</u>
Addendum No.	_____	Dated:	_____

BASE BID

The undersigned agrees to perform the entire Scope of Work for this Bid package, as described in the Contract Documents, and Addenda. Pricing is to be provided as follows:

Bid Sum: less sales tax

Thirteen Thousand, One Hundred and Ninety-Four \$ 13,194⁰⁰

Sales Tax:

Four Hundred and Forty-Nine Dollars \$ 449⁰⁰

Show amount in both words and figures, in case of discrepancy, the amount shown in words shall govern.

"The Contractor shall not include local and state sales, consumer, use and similar taxes in the Contract Sum. However, he shall pay such taxes at the time that are due. He shall provide the Owner with two (2) notarized invoices with an itemized listing and supporting data for all such taxes paid, and the Owner shall reimburse the Contractor for such payments. The tax exemption only applies to permanent building materials. Supporting documentation shall be in conformance with requirements of the State of North Carolina." Bidder agrees that this bid will remain good and may not be withdrawn for a period of ninety (90) days after receipt date of Bid Proposal.

UNIT PRICES, ALLOWANCES and ALTERNATES

The Bid Packages that are affected by the following Unit Prices have been identified. Provide the unit cost for the following items as it pertains to the work in this contract. Prices are to include all direct cost of the work, taxes, overhead, profit, supervision, equipment, sub-subcontracts, materials, labor, etc. Prices shall remain in effect for the entire duration of the project. Unit prices will be used as a basis for adjustment of the contract total whether work is added or deducted. A unit price must be provided in the appropriate space on the Bid Proposal Form for all unit prices corresponding to your bid package. The unit price and

allowances are listed below. Construction allowances, if required, are included Bid Packages for each applicable trade package.

ALLOWANCE:

No. A: Unsuitable soil – Off-Site disposal and Backfill with Off-Site Source Suitable Soils.
Allowance Quantity: 1200 cubic yards

No. B: Monumental Signage: \$6000.00

ALTERNATES:

No. 1: Provide deduct alternate to omit (3) operable wall partitions. Contractor to provide structural framing as required for future installation.

Alt Bid: \$ _____

Sales Tax: \$ _____

No. 2: Provide deduct alternate to omit porte cochere, framing and soffit lighting. Reference electrical drawings for addition notes.

Alt Bid: \$ _____

Sales Tax: \$ _____

No. 3: Provide deduct alternate to omit wood ceiling and wall panel (WPS-2) in Lobby (101). In lieu wood ceiling and wall panel provide metal stud bumpout with wall type M40D on wall and ceiling soffit, paint PT-3, provide RB-1.

Alt Bid: \$ _____

Sales Tax: \$ _____

No. 4: Provide add alternate for ceiling design in Dance Studio as shown on detail 02/A-102. See mechanical and electrical drawings for additional notes.

Alt Bid: \$ _____

Sales Tax: \$ _____

No. 5: Provide add alternate to include open grid (WPS-1) in Exercise Equipment Room. Revise lighting layout as shown on 03/A-102. See electrical drawings for lighting revision

Alt Bid: \$ _____

Sales Tax: \$ _____

No. 6: Provide deduct alternate to omit curved ceiling panel (MC-1) in Warm Water Pool (115).

Alt Bid: \$ _____

Sales Tax: \$ _____

No. 7: Provide add alternate manual transfer switch. See electrical drawings for additional notes.

Alt Bid: \$ _____

Sales Tax: \$ _____

No. 8: Preferred Alternate – indicate cost increase to provide and install owner-preferred lock cylinder hardware as selected by a single-source manufacturer. The product provided must be a Schlage lock cylinder meeting the requirements of the specifications Division 8 Hardware.”

1. Base Bid: Provide lock cylinders as specified in Section 087100 “Door Hardware.”

2. Alternate: In lieu of the base bid, provide product that meets performance specifications.

Alt Bid: \$ _____

Sales Tax: \$ _____

UNIT PRICE:

Off-Site disposal and Backfill with Off-Site Source Suitable Soils \$ _____ /CUYD

SCHEDULE

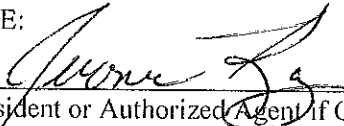
Bidder has reviewed the proposed Schedule included in the bid manual and agrees that it can achieve the schedule as shown.

CONTRACT TERMS AND CONDITIONS

Bidder has read and reviewed the terms and conditions enclosed in the contract documents including all documents enumerated in the Table of Contents of the Bid Manual and takes no exception and is prepared to enter into Subcontract with the Construction Manager.

The undersigned represents that this proposal is made in good faith, without fraud, collusion, or connection of any kind with any other bidder of the same work, that he/she is competing in his/her own interest and in his/her own behalf, without connection of obligation to an undisclosed person; that no other person has any interest in regard to all conditions pertaining to the Work and in regard to the place where it is to be done, has made his/her own examination and estimates and from them makes this proposal. The undersigned understands that the Construction Manager, Owner and Architect reserve the right to reject any and all Bid Proposals and to waive any irregularities or informalities.

SIGNATURE:



(Owner, President or Authorized Agent of Corporation)

NAME & TITLE:

(Print)

2nd SIGNATURE:

(If Partnership)

WITNESS:

BUSINESS ADDRESS:

214 East Cherry Street
(Street Number & Street, PO Box)
Yadkinville, NC 27055 (336) 679 -7344
(City, State, Zip, Phone)

ATTEST (if Corporation)

(Name)

(Title)

Shirley Kay Sherring
Corporate Secretary

Check One: _____ Individual _____ Partnership _____ ☒ Corporation
SEAL HERE

AFFIX CORPORATE

I, AOA Signs, Inc.

[illegible]

The total value of M/W/SBE firms contracting will be (\$) 13,194⁰⁰

Page 6 of 9

Attach AFFIDAVIT A or AFFIDAVIT B to the Bid

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

County of Yadkin

Affidavit of ADA Signs, Inc.

(Name of Bidder)

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

Fayetteville Senior Center West

(Name of Project)

contract.

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

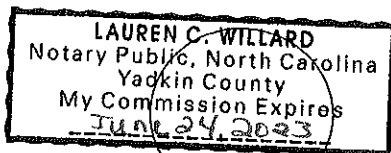
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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

Date: 4/5/19 Name of Authorized Officer: Jerome Key

Signature: [Signature]

Title: Vice President



State of North Carolina, County of Yadkin

Subscribed and sworn to before me this 5th day of April 2019

Notary Public [Signature]

My commission expires June 24, 2023

Seal

BID FOR : Fayetteville Senior Center West, 433 Hay St, Fayetteville, NC 28305

Miracle Pools Inc

GC #30187

Bid Package #BP 131100

Bid Package Name Swimming Pools

Fayetteville Senior Center West

BID PACKAGE # AND TITLE: BP 131100 Swimming Pool
BID PROPOSAL OF: Miracle Pools Inc.
(Hereinafter call "BIDDER") (Name of Firm)

A(N) Corporation organized and existing under the laws of the State of NC
(Corporation, Partnership or Individual)

BIDDER'S North Carolina STATE LICENSE NUMBER: 30187

ADDRESSED TO: Metcon, Inc.
Mark Floyd
and bids received at: 433 Hay St Fayetteville, NC 28305

The bidder, in compliance with the Instruction to Bidders for the above referenced project – Bid Package, having examined the complete contract documents including plans, specifications, and addenda issued by Metcon and the Bid Manual prepared by Metcon, Construction Manager, dated (Date) and being familiar with the site of the proposed work, schedule requirements, and with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials, engineering, permits, fees, taxes, insurance, bonds if required, scaffolding, hoisting, tools, equipment, machinery, rentals, transportation, supervision, clean-up, and safety measures to perform all work and furnish all services necessary to provide the entire scope of work indicated in this Bid Package and Scope of Work, for the prices indicated on this Form of Proposal. These prices are to cover all expenses incurred in performing the work required for this Bid Package Scope of Work including all alternates and allowances.

The Bidder acknowledges that he/she has read and familiarized him or herself with the Minority, Woman, and Small Business Enterprise Program, and further agrees to fully incorporate and participate with this program. The Bidder has also completed and attached to this bid proposal, the required forms entitled either:

"Affidavit 1 – List of Good Faith Efforts" or "Affidavit 2 – Intent to Self-Perform"

The Bidder agrees, that if a written notice of acceptance of the bid is mailed or delivered to the undersigned within ninety (90) days after the proposal due date, to enter into a Subcontract Agreement with the Construction Manager for the bid amount indicated in the appropriate spaces on this form, which is based upon the information contained in the plans and specifications, addenda, the Bid Manual, and the Scope of Work defined in Exhibit A – Scope of Work, and including work that might be considered a part of this trade's standard scope of work, but is not specifically indicated herein. The bidder further agrees to, within seven (7) calendar days, deliver to the Construction Manager a contract properly executed, insurance certificates, and if required, a Performance and Labor & Material Payment Bond.

After Bid Proposals are received, tabulated, and evaluated by the Construction Manager, and the successful Bidder for each Bid package has been determined, said Bidder agrees to meet immediately with the Construction Manager for purposes of determining that the Bidder has included a complete scope of work in their proposal. For purposes of these meetings, the Bidder agrees to provide herein a complete, detailed cost breakdown, a list of all Sub-Subcontractors, a list of all Suppliers, a schedule of anticipated manpower, a list of all items, materials and their manufacturers proposed for use in the work as required by the Construction Manager.

The Bidder acknowledges receipt of the following Addenda issued by the Construction Manager:

Addendum No.	<u>1</u>	Dated:	<u>4-3-2019</u>
Addendum No.	<u>2</u>	Dated:	<u>4-4-2019</u>
Addendum No.	<u>3</u>	Dated:	<u>4-5-2019</u>
Addendum No.	<u>4</u>	Dated:	<u>4-5-2019</u>
Addendum No.	_____	Dated:	_____
Addendum No.	_____	Dated:	_____

BASE BID

The undersigned agrees to perform the entire Scope of Work for this Bid package, as described in the Contract Documents, Addenda, and Bid Manual. Pricing is to be provided as follows:

1. Lump Sum Bid:

Four hundred eight thousand eight hundred twenty four Dollars,
 (\$ 408,824.00).

Show amount in both words and figures, in case of discrepancy, the amount shown in words shall govern.

All North Carolina State Sales and Use Taxes or Local Sales and Use Taxes are included in the above Base Bid and Alternates (including taxes on purchased or rental of tools and equipment). Bidder agrees that this bid will remain good and may not be withdrawn for a period of ninety (90) days after receipt date of Bid Proposal.

UNIT PRICES & ALLOWANCES

The Bid Packages that are affected by the following Unit Prices have been identified. Provide the unit cost for the following items as it pertains to the work in this contract. Prices are to include all direct cost of the work, taxes, overhead, profit, supervision, equipment, sub-subcontracts, materials, labor, etc. Prices shall remain in effect for the entire duration of the project. Unit prices will be used as a basis for adjustment of the contract total whether work is added or deducted. A unit price must be provided in the appropriate space on the Bid Proposal Form for all unit prices corresponding to your bid package.

Lump-sum and unit prices allowances are listed below. Construction allowances, if required, are included Bid Packages for each applicable trade package.

UNIT PRICE No. 1: N/A

ALLOWANCE No. 1: N/A

SCHEDULE

Bidder has reviewed the proposed Schedule included in the bid manual and agrees that it can achieve the schedule as shown.

CONTRACT TERMS AND CONDITIONS

Bidder has read and reviewed the terms and conditions enclosed in the contract documents including all documents enumerated in the Table of Contents of the Bid Manual and takes no exception and is prepared to enter into Subcontract with the Construction Manager.

The undersigned represents that this proposal is made in good faith, without fraud, collusion, or connection of any kind with any other bidder of the same work, that he/she is competing in his/her own interest and in his/her own behalf, without connection of obligation to an undisclosed person; that no other person has any interest in regard to all conditions pertaining to the Work and in regard to the place where it is to be done, has made his/her own examination and estimates and from them makes this proposal. The undersigned understands that the Construction Manager, Owner and Architect reserve the right to reject any and all Bid Proposals and to waive any irregularities or informalities.

SIGNATURE: _____

(Owner, President or Authorized Agent if Corporation)

NAME & TITLE: _____

 John McKay, President
 (Print)
2nd SIGNATURE: _____

NA

(If Partnership)

WITNESS: _____

Susan C. Gibbs

BUSINESS ADDRESS: _____

2305 Trent Rd, PO Box 12814

(Street Number & Street, PO Box)

New Bern, NC 28561 (252) 635 - 1098

(City, State, Zip, Phone)

ATTEST (if Corporation)

John McKay

(Name)

President

(Title)

Check One: _____ Individual _____ Partnership ☒ Corporation

SEAL HERE



Page | 25

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

Attach AFFIDAVIT A or AFFIDAVIT B to the Bid

State of North Carolina – AFFIDAVIT A – Listing of the Good Faith Effort

County of Craven County

Affidavit of Miracle Pools Inc
(Name of Bidder)

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

Bidder must earn at least 50 points from the Good Faith Efforts list for their bid to be considered responsive.

- ☒ **1 – (10 Points)** 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 Points)** 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 Points)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 Points)** 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 Points)** Attended pre-bid meetings scheduled by the public owner.
- ☐ **6 – (20 Points)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ **7 – (15 Points)** 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 Points)** 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 Points)** 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 Points)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

In accordance with GS143-128.2(d) and Board of Education Policy the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority, Women, and Small Business Participation schedule conditional upon execution of a contract with the Owner. 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, Women, and Small Business Enterprise commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 4-8-2019

Name of Authorized Officer: John McKay

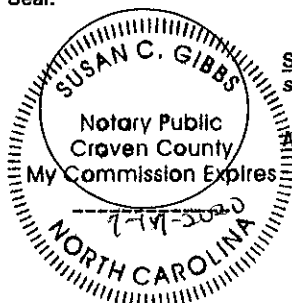
Seal:

Signature: [Signature]

Title: President

State of NC County Craven Subscribed and
sworn to before me this 8 day of April 20 19

Notary Public Susan C. Gibbs My commission expires 7-17-2020



Attach AFFIDAVIT A or AFFIDAVIT B to the Bid

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

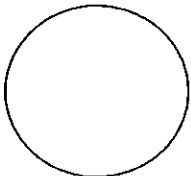
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The 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: _____



Seal

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____
_____20____

Notary Public _____

My commission expires _____

- **Minority, Women, and Small Business Enterprise Identification Form**

I, Miracle Pools Inc

(Name of Bidder)

do hereby certify that on this project, we will use the following minority, women, or small business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #
*DBE/WBE/SBE Category

Work type

Quality Pools Group Inc	Shot crete & plaster	H

*DBE/WBE/SBE categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F), Small (S), or Socially and Economically Disadvantaged (D)

The undersigned certifies that Miracle Pools Inc

(Name and Business Address of Subcontractor)

North Carolina General Contractor License Number 30187 has not in connection with this proposal or in any instance engaged in any conspiracy, combination, or any other act in restraint of trade or commerce declared to be unlawful by the provisions of N.C.G.S. 75-1 and 75-2 where the combination, conspiracy or other unlawful act in restraint of trade involves a contract for construction, renovation or repair, let or to be let by a governmental agency or a subcontract for construction renovation or repair with a prime contractor or proposed prime contractor for a governmental agency. N.C.G.S. 133-24.

Furthermore, the undersigned certifies that it is familiar with the response to the Prequalification Package and Bid Manual for **Fayetteville Senior Center West** and that said response, is fair and proper and is not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the undersigned or any of its agents, representatives, owners, employees or parties in interest. N.C.G.S. 133-30.

Finally, the undersigned certifies that it has not been suspended from bidding by the North Carolina State Building Commission or any other State building authority and that it is not an affiliate or subsidiary of any company suspended by the North Carolina State Building Commission or any other State building authority.

By [Signature]

Title President

Date 4-8-19

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the 8 day of April, 2019.

[Signature]

Official Signature of Notary

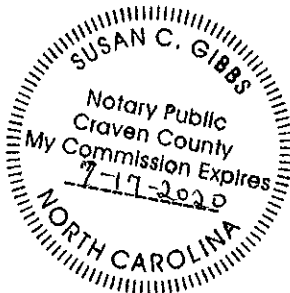
Susan C. Gibbs

Notary's Printed or Typed Name

, Notary Public

7-17-2020

My Commission Expires



Bid Bond Form

Please use the attached form or AIA-310 with similar listed parties.

KNOW ALL MEN BY THESE PRESENTS THAT

Miracle Pools, Inc.

as principal, and Travelers Casualty and Surety Company of America

_____ as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto the State of North Carolina and City of Fayetteville through Metcon as obligee, in penal sum of: Five Percent of Amount Bid (5%) or, _____

_____ DOLLARS,

lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Fayetteville Senior Center West

Sealed, signed and dated this 9 day of April, 2019

WHEREAS, the said principal is herewith submitting proposal for and the principal desires to file this bod bond in lieu of making the cash deposit as required by G.S. 142-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of the same to the principal, then this obligation shall be null and void; but if the principal fails to execute such contract and give performance bond as required by G.S.143-129, the surety shall, upon demand., forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1.

Miracle Pools, Inc. (SEAL)

John Alky (SEAL)
Travelers Casualty and

Travelers Casualty and
Surety Company of America (SEAL)

Heather Burroughs (SEAL)
Heather Burroughs (Attorney-In-Fact)



TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

230519

Certificate No.

007414367

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Angela B. Britt, Richard V. Haar Jr., Phoebe C. Honeycutt, Kenneth J. Peebles, Heather Burroughs, Neil B. Biller, Bobbi D. Pendleton, Christopher A. Lydick, Julia C. McElligott, Adam Pfanmiller, and Jason Lee Sayers

of the City of Durham, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of October, 2017.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 18th day of October, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

Bid Proposal Forms

Fayetteville Senior City West

BID PACKAGE # AND TITLE: BP210000- Fire Protection

BID PROPOSAL OF: J&D Sprinkler Company, Inc.
(Hereinafter call "BIDDER") (Name of Firm)

A(N) Corporation organized and existing under the laws of the State of NC
(Corporation, Partnership or Individual)

BIDDER'S North Carolina STATE LICENSE NUMBER: 16269FS

ADDRESSED TO: Metcon, Inc.
and bids received at: Attention: Mark Floyd
City of Fayetteville
City Hall, 1st Floor Conference Room
433 Hay Street
Fayetteville, NC 28301

The bidder, in compliance with the Instruction to Bidders for the above referenced project – Bid Package, having examined the complete contract documents including plans, specifications, and addenda issued by Metcon and the Bid Manual prepared by Metcon, Construction Manager, dated XXXX, and being familiar with the site of the proposed work, schedule requirements, and with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials, engineering, permits, fees, taxes, insurance, bonds if required, scaffolding, hoisting, tools, equipment, machinery, rentals, transportation, supervision, clean-up, and safety measures to perform all work and furnish all services necessary to provide the entire scope of work indicated in this Bid Package and Scope of Work, for the prices indicated on this Form of Proposal. These prices are to cover all expenses incurred in performing the work required for this Bid Package Scope of Work including all alternates and allowances.

The Bidder acknowledges that he/she has read and familiarized him or herself with the Minority, Woman, and Small Business Enterprise Program, and further agrees to fully incorporate and participate with this program. The Bidder has also completed and attached to this bid proposal, the required forms entitled either:

“Affidavit 1 – List of Good Faith Efforts” or “Affidavit 2 – Intent to Self-Perform”

The Bidder agrees, that if a written notice of acceptance of the bid is mailed or delivered to the undersigned within ninety (90) days after the proposal due date, to enter into a Subcontract Agreement with the Construction Manager for the bid amount indicated in the appropriate spaces on this form, which is based upon the information contained in the plans and specifications, addenda, the Bid Manual, and the Scope of Work defined in Exhibit A – Scope of Work, and including work that might be considered a part of this trade's standard scope of work, but is not specifically indicated herein. The bidder further agrees to, within

seven (7) calendar days, deliver to the Construction Manager a contract properly executed, insurance certificates, and if required, a Performance and Labor & Material Payment Bond.

After Bid Proposals are received, tabulated, and evaluated by the Construction Manager, and the successful Bidder for each Bid package has been determined, said Bidder agrees to meet immediately with the Construction Manager for purposes of determining that the Bidder has included a complete scope of work in their proposal. For purposes of these meetings, the Bidder agrees to provide herein a complete, detailed cost breakdown, a list of all Sub-Subcontractors, a list of all Suppliers, a schedule of anticipated manpower, a list of all items, materials and their manufacturers proposed for use in the work as required by the Construction Manager.

The Bidder acknowledges receipt of the following Addenda issued by the Construction Manager:

Addendum No. <u>1</u>	Dated: <u>4/3/2019</u>
Addendum No. <u>2</u>	Dated: <u>4/4/2019</u>
Addendum No. <u>3</u>	Dated: <u>4/5/2019</u>
Addendum No. <u>4</u>	Dated: <u>4/5/2019</u>

BASE BID

The undersigned agrees to perform the entire Scope of Work for this Bid package, as described in the Contract Documents, and Addenda. Pricing is to be provided as follows:

Bid Sum: less sales tax

Fifty-Four Thousand Nine Hundred Dollars \$ 54,900.00

Sales Tax:

One Thousand Dollars \$ 1,000.00

Show amount in both words and figures, in case of discrepancy, the amount shown in words shall govern.

"The Contractor shall not include local and state sales, consumer, use and similar taxes in the Contract Sum. However, he shall pay such taxes at the time that are due. He shall provide the Owner with two (2) notarized invoices with an itemized listing and supporting data for all such taxes paid, and the Owner shall reimburse the Contractor for such payments. The tax exemption only applies to permanent building materials. Supporting documentation shall be in conformance with requirements of the State of North Carolina." Bidder agrees that this bid will remain good and may not be withdrawn for a period of ninety (90) days after receipt date of Bid Proposal.

UNIT PRICES, ALLOWANCES and ALTERNATES

The Bid Packages that are affected by the following Unit Prices have been identified. Provide the unit cost for the following items as it pertains to the work in this contract. Prices are to include all direct cost of the work, taxes, overhead, profit, supervision, equipment, sub-subcontracts, materials, labor, etc. Prices shall remain in effect for the entire duration of the project. Unit prices will be used as a basis for adjustment of the contract total whether work is added or deducted. A unit price must be provided in the appropriate space on the Bid Proposal Form for all unit prices corresponding to your bid package. The unit price and

allowances are listed below. Construction allowances, if required, are included Bid Packages for each applicable trade package.

ALLOWANCE:

No. A: Unsuitable soil – Off-Site disposal and Backfill with Off-Site Source Suitable Soils.
Allowance Quantity: 1200 cubic yards

No. B: Monumental Signage: \$6000.00

ALTERNATES:

No. 1: Provide deduct alternate to omit (3) operable wall partitions. Contractor to provide structural framing as required for future installation.

Alt Bid: \$ N/A

Sales Tax: \$ _____

No. 2: Provide deduct alternate to omit porte cochere, framing and soffit lighting. Reference electrical drawings for addition notes.

Alt Bid: \$ N/A

Sales Tax: \$ _____

No. 3: Provide deduct alternate to omit wood ceiling and wall panel (WPS-2) in Lobby (101). In lieu wood ceiling and wall panel provide metal stud bumpout with wall type M40D on wall and ceiling soffit, paint PT-3, provide RB-1.

Alt Bid: \$ N/A

Sales Tax: \$ _____

No. 4: Provide add alternate for ceiling design in Dance Studio as shown on detail 02/A-102. See mechanical and electrical drawings for additional notes.

Alt Bid: \$ 3,600.00

Sales Tax: \$ 17.00

No. 5: Provide add alternate to include open grid (WPS-1) in Exercise Equipment Room. Revise lighting layout as shown on 03/A-102. See electrical drawings for lighting revision

Alt Bid: \$ 2,200.00

Sales Tax: \$ 8.00

No. 6: Provide deduct alternate to omit curved ceiling panel (MC-1) in Warm Water Pool (115).

Alt Bid: \$ N/A

Sales Tax: \$ _____

No. 7: Provide add alternate manual transfer switch. See electrical drawings for additional notes.

Alt Bid: \$ N/A

Sales Tax: \$ _____

No. 8: Preferred Alternate – indicate cost increase to provide and install owner-preferred lock cylinder hardware as selected by a single-source manufacturer. The product provided must be a Schlage lock cylinder meeting the requirements of the specifications Division 8 Hardware.”

1. Base Bid: Provide lock cylinders as specified in Section 087100 “Door Hardware.”

2. Alternate: In lieu of the base bid, provide product that meets performance specifications.

Alt Bid: \$ N/A

Sales Tax: \$ _____

UNIT PRICE:

Off-Site disposal and Backfill with Off-Site Source Suitable Soils \$ _____ /CUYD

SCHEDULE

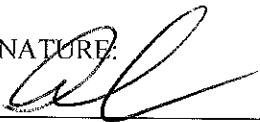
Bidder has reviewed the proposed Schedule included in the bid manual and agrees that it can achieve the schedule as shown.

CONTRACT TERMS AND CONDITIONS

Bidder has read and reviewed the terms and conditions enclosed in the contract documents including all documents enumerated in the Table of Contents of the Bid Manual and takes no exception and is prepared to enter into Subcontract with the Construction Manager.

The undersigned represents that this proposal is made in good faith, without fraud, collusion, or connection of any kind with any other bidder of the same work, that he/she is competing in his/her own interest and in his/her own behalf, without connection of obligation to an undisclosed person; that no other person has any interest in regard to all conditions pertaining to the Work and in regard to the place where it is to be done, has made his/her own examination and estimates and from them makes this proposal. The undersigned understands that the Construction Manager, Owner and Architect reserve the right to reject any and all Bid Proposals and to waive any irregularities or informalities.

SIGNATURE:



(Owner, President or Authorized Agent if Corporation)

NAME & TITLE:

Dana Graham

_____, President

(Print)

2nd SIGNATURE:

(If Partnership)

WITNESS:

BUSINESS ADDRESS:
315 West Main Street

(Street Number & Street, PO Box)

Clayton, NC 27520 (919) 553 - 2356

(City, State, Zip, Phone)

ATTEST (if Corporation)

Bradley Graham

(Name)

Vice President

(Title)

Check One: _____ Individual _____ Partnership ☒ Corporation
SEAL HERE

AFFIX CORPORATE

I, J&D Sprinkler Company, Inc.

do hereby certify that on this project, we will use the following minority, women, or small business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Work type

[illegible]

The total value of M/W/SBE firms contracting will be (\$) 0

Page 6 of 9

Attach AFFIDAVIT A or AFFIDAVIT B to the Bid

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

County of Johnston

Affidavit of J&D Sprinkler Company, Inc.

(Name of Bidder)

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

Fayetteville Senior Center West

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

Date: 4/4/2019 **Name of Authorized Officer:** Dana T. Graham

Signature: [Signature]

Title: President

State of NC, County of Johnston

Subscribed and sworn to before me this 9th day of April 2019

Notary Public [Signature]

My commission expires 10/31/2019

Seal

Bid Proposal Forms

Fayetteville Senior City West

BID PACKAGE # AND TITLE: BP 22 50 00 HVAC & PLUMBING - COMBINED

BID PROPOSAL OF: Haire Plumbing & Mechanical Co., Inc.
(Hereinafter call "BIDDER") (Name of Firm)

A(N) Corporation organized and existing under the laws of the State of NC
(Corporation, Partnership or Individual)

BIDDER'S North Carolina STATE LICENSE NUMBER: 4230

ADDRESSED TO: Metcon, Inc.
and bids received at: Attention: Mark Floyd
City of Fayetteville
City Hall, 1st Floor Conference Room
433 Hay Street
Fayetteville, NC 28301

The bidder, in compliance with the Instruction to Bidders for the above referenced project – Bid Package, having examined the complete contract documents including plans, specifications, and addenda issued by Metcon and the Bid Manual prepared by Metcon, Construction Manager, dated XXXX, and being familiar with the site of the proposed work, schedule requirements, and with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials, engineering, permits, fees, taxes, insurance, bonds if required, scaffolding, hoisting, tools, equipment, machinery, rentals, transportation, supervision, clean-up, and safety measures to perform all work and furnish all services necessary to provide the entire scope of work indicated in this Bid Package and Scope of Work, for the prices indicated on this Form of Proposal. These prices are to cover all expenses incurred in performing the work required for this Bid Package Scope of Work including all alternates and allowances.

The Bidder acknowledges that he/she has read and familiarized him or herself with the Minority, Woman, and Small Business Enterprise Program, and further agrees to fully incorporate and participate with this program. The Bidder has also completed and attached to this bid proposal, the required forms entitled either:

"Affidavit 1 – List of Good Faith Efforts" or "Affidavit 2 – Intent to Self-Perform"

The Bidder agrees, that if a written notice of acceptance of the bid is mailed or delivered to the undersigned within ninety (90) days after the proposal due date, to enter into a Subcontract Agreement with the Construction Manager for the bid amount indicated in the appropriate spaces on this form, which is based upon the information contained in the plans and specifications, addenda, the Bid Manual, and the Scope of Work defined in Exhibit A – Scope of Work, and including work that might be considered a part of this trade's standard scope of work, but is not specifically indicated herein. The bidder further agrees to, within

seven (7) calendar days, deliver to the Construction Manager a contract properly executed, insurance certificates, and if required, a Performance and Labor & Material Payment Bond.

After Bid Proposals are received, tabulated, and evaluated by the Construction Manager, and the successful Bidder for each Bid package has been determined, said Bidder agrees to meet immediately with the Construction Manager for purposes of determining that the Bidder has included a complete scope of work in their proposal. For purposes of these meetings, the Bidder agrees to provide herein a complete, detailed cost breakdown, a list of all Sub-Subcontractors, a list of all Suppliers, a schedule of anticipated manpower, a list of all items, materials and their manufacturers proposed for use in the work as required by the Construction Manager.

The Bidder acknowledges receipt of the following Addenda issued by the Construction Manager:

Addendum No.	<u>1</u>	Dated:	<u>April 3rd, 2019</u>
Addendum No.	<u>2</u>	Dated:	<u>April 4th, 2019</u>
Addendum No.	<u>3</u>	Dated:	<u>April 5th, 2019</u>
Addendum No.	<u>4</u>	Dated:	<u>April 5th, 2019</u>
<u>BASE BID</u>	<u>5</u>	Dated:	<u>April 12th, 2019</u>

The undersigned agrees to perform the entire Scope of Work for this Bid package, as described in the Contract Documents, and Addenda. Pricing is to be provided as follows:

Bid Sum: less sales tax

Nine Hundred thousand four hundred seventy four dollars & 00/100\$ 900,474.00

Sales Tax:

Twenty six thousand two hundred fifty one dollars and 00/100 \$ 26,251.00

Show amount in both words and figures, in case of discrepancy, the amount shown in words shall govern.

“The Contractor shall not include local and state sales, consumer, use and similar taxes in the Contract Sum. However, he shall pay such taxes at the time that are due. He shall provide the Owner with two (2) notarized invoices with an itemized listing and supporting data for all such taxes paid, and the Owner shall reimburse the Contractor for such payments. The tax exemption only applies to permanent building materials. Supporting documentation shall be in conformance with requirements of the State of North Carolina.” Bidder agrees that this bid will remain good and may not be withdrawn for a period of ninety (90) days after receipt date of Bid Proposal.

UNIT PRICES, ALLOWANCES and ALTERNATES

The Bid Packages that are affected by the following Unit Prices have been identified. Provide the unit cost for the following items as it pertains to the work in this contract. Prices are to include all direct cost of the work, taxes, overhead, profit, supervision, equipment, sub-subcontracts, materials, labor, etc. Prices shall remain in effect for the entire duration of the project. Unit prices will be used as a basis for adjustment of the contract total whether work is added or deducted. A unit price must be provided in the appropriate space on the Bid Proposal Form for all unit prices corresponding to your bid package. The unit price and

Page 3 of 9

No. 7: Provide add alternate manual transfer switch. See electrical drawings for additional notes.

Alt Bid: \$ N/A

Sales Tax: \$ _____

No. 8: Preferred Alternate – indicate cost increase to provide and install owner-preferred lock cylinder hardware as selected by a single-source manufacturer. The product provided must be a Schlage lock cylinder meeting the requirements of the specifications Division 8 Hardware.”

1. Base Bid: Provide lock cylinders as specified in Section 087100 “Door Hardware.”

2. Alternate: In lieu of the base bid, provide product that meets performance specifications.

Alt Bid: \$ N/A

Sales Tax: \$ _____

UNIT PRICE:

Off-Site disposal and Backfill with Off-Site Source Suitable Soils \$ N/A /CUYD

SCHEDULE

Bidder has reviewed the proposed Schedule included in the bid manual and agrees that it can achieve the schedule as shown.

CONTRACT TERMS AND CONDITIONS

Bidder has read and reviewed the terms and conditions enclosed in the contract documents including all documents enumerated in the Table of Contents of the Bid Manual and takes no exception and is prepared to enter into Subcontract with the Construction Manager.

The undersigned represents that this proposal is made in good faith, without fraud, collusion, or connection of any kind with any other bidder of the same work, that he/she is competing in his/her own interest and in his/her own behalf, without connection of obligation to an undisclosed person; that no other person has any interest in regard to all conditions pertaining to the Work and in regard to the place where it is to be done, has made his/her own examination and estimates and from them makes this proposal. The undersigned understands that the Construction Manager, Owner and Architect reserve the right to reject any and all Bid Proposals and to waive any irregularities or informalities.

SIGNATURE:

H. P. Haire Jr.
(Owner, President or Authorized Agent if Corporation)

NAME & TITLE:

H. P. Haire Jr., *President*
(Print)

2nd SIGNATURE:

WITNESS:

(If Partnership)

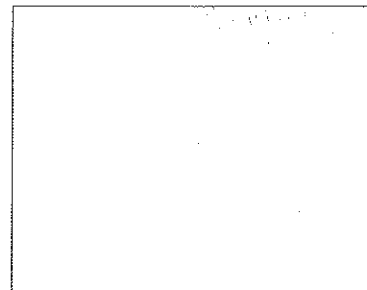
BUSINESS ADDRESS:

367 Windsor St., P.O. Box 58147
(Street Number & Street, PO Box)
Fayetteville NC 28305 (910) 483 - 1421
(City, State, Zip, Phone)

ATTEST (if Corporation)

Shen D. Thomas III
(Name)

Office Manager
(Title)



Check One: ☐ Individual ☐ Partnership ☒ Corporation
SEAL HERE

AFFIX CORPORATE

I, HAIRE PLUMBING & MECHANICAL CO., INC.

do hereby certify that on this project, we will use the following minority, women, or small business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Work type

[illegible]

The total value of M/W/SBE firms contracting will be (\$) **ZERO**.

Page 6 of 9

Attach AFFIDAVIT A or AFFIDAVIT B to the Bid

State of North Carolina – AFFIDAVIT A – Listing of the Good Faith Effort

County of _____

Affidavit of _____

(Name of Bidder)

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

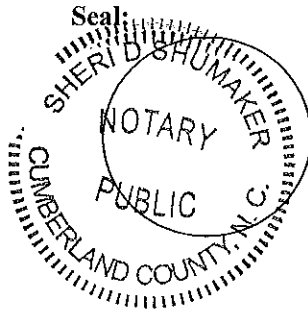
Bidder must earn at least 50 points from the Good Faith Efforts list for their bid to be considered responsive.

- ☒ **1 – (10 Points)** 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 Points)** 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 Points)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 Points)** 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 Points)** Attended pre-bid meetings scheduled by the public owner.
- ☐ **6 – (20 Points)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ **7 – (15 Points)** 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 Points)** 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 Points)** 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 Points)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

In accordance with GS143-128.2(d) and Board of Education Policy the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority, Women, and Small Business Participation schedule conditional upon execution of a contract with the Owner. 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, Women, and Small Business Enterprise commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 4/15/19

Name of Authorized Officer: N.R. Hester Jr.



Signature: *A. K. Hain Jr.*

Title: President

State of NC County Cumberland

Subscribed and sworn to before me this 15th day of April 2019

Notary Public *Sheri D. Shumaker* My commission expires 2/4/2022

Attach AFFIDAVIT A or AFFIDAVIT B to the Bid

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

County of Cumberland

Affidavit of Haire Plumbing & Mechanical Co., Inc.

(Name of Bidder)

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

Fayetteville Senior Center West

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.

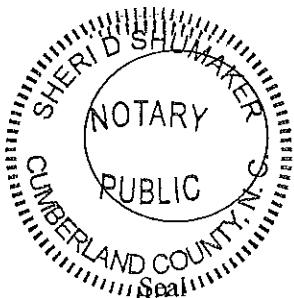
The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 4/15/2019

Name of Authorized Officer: H R HAIRE Jr.

Signature: H. R. Haire Jr.

Title: President



State of NC

, County of Cumberland

Subscribed and sworn to before me this 15th day of Apr. 2019

Notary Public Sheri D. Shumaker

My commission expires 2/24/2022



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Haire Plumbing & Mechanical Co., Inc.
Post Office Box 58147
Fayetteville, North Carolina 28305

SURETY:

(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, New Hampshire 03431

Mailing Address for Notices

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

OWNER:

(Name, legal status and address)
Metcon, Inc.
763 Comtech Drive (Post Office Box 1149)
Pembroke, North Carolina 28372

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of Amount of Bid

PROJECT:

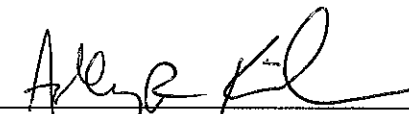
(Name, location or address, and Project number, if any)
HVAC and Plumbing work for the City of Fayetteville-Senior Center West on Lake Rim located off of Old Raeford Road and Debbie Street, Fayetteville, North Carolina.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.


Signed and sealed this 16th day of April, 2019


(Witness)

Haire Plumbing & Mechanical Co., Inc.

(Principal)

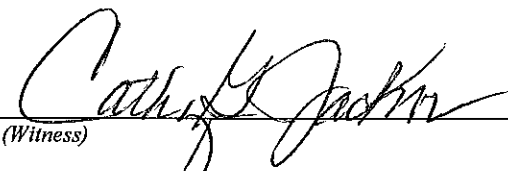
(Seal)


(Title) H. R. Haire, Jr., President

The Ohio Casualty Insurance Company

(Surety)


(Title) J. Douglas English, Attorney-In-Fact


(Witness)

POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Bond Number: _____

Principal: Haire Plumbing & Mechanical Co., Inc.

Agency Name: McGriff Insurance Services

Obligee: Metcon, Inc., 763 Comtech Drive (Post Office Box 1149), Pembroke, North Carolina 28372

Agent Code: 326132

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Barbara Almendarez; Cathy G. Jackson; J. Douglas English; Lynn H. King of Fayetteville, North Carolina its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 26th day of September, 2016.



David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of September, 2016 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of King of Prussia, State of Pennsylvania, the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2021

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 16th day of April, 2019.



Renee C. Llewellyn, Assistant Secretary

Bid Proposal Forms

Fayetteville Senior City West

BID PACKAGE # AND TITLE: #BP260000 Electrical

BID PROPOSAL OF: M-R Electric & Security Alarms, Inc

(Hereinafter call "BIDDER") (Name of Firm)

Corporation

A(N) organized and existing under the laws of the State of NC
(Corporation, Partnership or Individual)

BIDDER'S North Carolina STATE LICENSE NUMBER: 13408-U

ADDRESSED TO: Metcon, Inc.
and bids received at: Attention: Mark Floyd
City of Fayetteville
City Hall, 1st Floor Conference Room
433 Hay Street
Fayetteville, NC 28301

The bidder, in compliance with the Instruction to Bidders for the above referenced project – Bid Package, having examined the complete contract documents including plans, specifications, and addenda issued by Metcon and the Bid Manual prepared by Metcon, Construction Manager, dated XXXX, and being familiar with the site of the proposed work, schedule requirements, and with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials, engineering, permits, fees, taxes, insurance, bonds if required, scaffolding, hoisting, tools, equipment, machinery, rentals, transportation, supervision, clean-up, and safety measures to perform all work and furnish all services necessary to provide the entire scope of work indicated in this Bid Package and Scope of Work, for the prices indicated on this Form of Proposal. These prices are to cover all expenses incurred in performing the work required for this Bid Package Scope of Work including all alternates and allowances.

The Bidder acknowledges that he/she has read and familiarized him or herself with the Minority, Woman, and Small Business Enterprise Program, and further agrees to fully incorporate and participate with this program. The Bidder has also completed and attached to this bid proposal, the required forms entitled either:

"Affidavit 1 – List of Good Faith Efforts" or "Affidavit 2 – Intent to Self-Perform"

The Bidder agrees, that if a written notice of acceptance of the bid is mailed or delivered to the undersigned within ninety (90) days after the proposal due date, to enter into a Subcontract Agreement with the Construction Manager for the bid amount indicated in the appropriate spaces on this form, which is based upon the information contained in the plans and specifications, addenda, the Bid Manual, and the Scope of Work defined in Exhibit A – Scope of Work, and including work that might be considered a part of this trade's standard scope of work, but is not specifically indicated herein. The bidder further agrees to, within

seven (7) calendar days, deliver to the Construction Manager a contract properly executed, insurance certificates, and if required, a Performance and Labor & Material Payment Bond.

After Bid Proposals are received, tabulated, and evaluated by the Construction Manager, and the successful Bidder for each Bid package has been determined, said Bidder agrees to meet immediately with the Construction Manager for purposes of determining that the Bidder has included a complete scope of work in their proposal. For purposes of these meetings, the Bidder agrees to provide herein a complete, detailed cost breakdown, a list of all Sub-Subcontractors, a list of all Suppliers, a schedule of anticipated manpower, a list of all items, materials and their manufacturers proposed for use in the work as required by the Construction Manager.

The Bidder acknowledges receipt of the following Addenda issued by the Construction Manager:

Addendum No.	1	Dated:	4-1-19
Addendum No.	2	Dated:	4-4-19
Addendum No.	3	Dated:	4-5-19
Addendum No.	4	Dated:	4-5-19
Addendum No.	5	Dated:	4-12-19

BASE BID

The undersigned agrees to perform the entire Scope of Work for this Bid package, as described in the Contract Documents, and Addenda. Pricing is to be provided as follows:

Bid Sum: less sales tax

Six Hundred Forty Eight Thousand Seven Hundred Dollars \$ 648,700.00

Sales Tax:

Twenty Six Thousand Eight Hundred Dollars \$ 26,800.00

Show amount in both words and figures, in case of discrepancy, the amount shown in words shall govern.

"The Contractor shall not include local and state sales, consumer, use and similar taxes in the Contract Sum. However, he shall pay such taxes at the time that are due. He shall provide the Owner with two (2) notarized invoices with an itemized listing and supporting data for all such taxes paid, and the Owner shall reimburse the Contractor for such payments. The tax exemption only applies to permanent building materials. Supporting documentation shall be in conformance with requirements of the State of North Carolina." Bidder agrees that this bid will remain good and may not be withdrawn for a period of ninety (90) days after receipt date of Bid Proposal.

UNIT PRICES, ALLOWANCES and ALTERNATES

The Bid Packages that are affected by the following Unit Prices have been identified. Provide the unit cost for the following items as it pertains to the work in this contract. Prices are to include all direct cost of the work, taxes, overhead, profit, supervision, equipment, sub-subcontracts, materials, labor, etc. Prices shall remain in effect for the entire duration of the project. Unit prices will be used as a basis for adjustment of the contract total whether work is added or deducted. A unit price must be provided in the appropriate space on the Bid Proposal Form for all unit prices corresponding to your bid package. The unit price and

allowances are listed below. Construction allowances, if required, are included Bid Packages for each applicable trade package.

ALLOWANCE:

No. A: Unsuitable soil – Off-Site disposal and Backfill with Off-Site Source Suitable Soils.

Allowance Quantity: 1200 cubic yards

No. B: Monumental Signage: \$6000.00

ALTERNATES:

No. 1: Provide deduct alternate to omit (3) operable wall partitions. Contractor to provide structural framing as required for future installation.

Alt Bid: \$ NA

Sales Tax: \$ NA

No. 2: Provide deduct alternate to omit porte cochere, framing and soffit lighting. Reference electrical drawings for addition notes.

Alt Bid: \$ Two Thousand Dollars (\$2,000.00)

Sales Tax: \$ One Hundred Five Dollars (\$105.00)

No. 3: Provide deduct alternate to omit wood ceiling and wall panel (WPS-2) in Lobby (101). In lieu wood ceiling and wall panel provide metal stud bumpout with wall type M40D on wall and ceiling soffit, paint PT-3, provide RB-1.

Alt Bid: \$ NA

Sales Tax: \$ NA

No. 4: Provide add alternate for ceiling design in Dance Studio as shown on detail 02/A-102. See mechanical and electrical drawings for additional notes.

Alt Bid: \$ Six Thousand Three Hundred Dollars (\$6,300.00)

Sales Tax: \$ Four Hundred Forty Dollars (\$440.00)

No. 5: Provide add alternate to include open grid (WPS-1) in Exercise Equipment Room. Revise lighting layout as shown on 03/A-102. See electrical drawings for lighting revision

Alt Bid: \$ Six Thousand Three Hundred Dollars (\$6,300.00)

Sales Tax: \$ Four Hundred Forty Dollars (\$440.00)

No. 6: Provide deduct alternate to omit curved ceiling panel (MC-1) in Warm Water Pool (115).

Alt Bid: \$ NA

Sales Tax: \$ NA

No. 7: Provide add alternate manual transfer switch. See electrical drawings for additional notes.

Alt Bid: \$ Thirteen Thousand Dollars (\$13,000.00)

Sales Tax: \$ Nine Hundred Ten Dollars (\$910.00)

No. 8: Preferred Alternate – indicate cost increase to provide and install owner-preferred lock cylinder hardware as selected by a single-source manufacturer. The product provided must be a Schlage lock cylinder meeting the requirements of the specifications Division 8 Hardware.”

1. Base Bid: Provide lock cylinders as specified in Section 087100 “Door Hardware.”

2. Alternate: In lieu of the base bid, provide product that meets performance specifications.

Alt Bid: \$ NA

Sales Tax: \$ NA

UNIT PRICE:

Off-Site disposal and Backfill with Off-Site Source Suitable Soils \$ N/A /CUYD

SCHEDULE

Bidder has reviewed the proposed Schedule included in the bid manual and agrees that it can achieve the schedule as shown.

CONTRACT TERMS AND CONDITIONS

Bidder has read and reviewed the terms and conditions enclosed in the contract documents including all documents enumerated in the Table of Contents of the Bid Manual and takes no exception and is prepared to enter into Subcontract with the Construction Manager.

The undersigned represents that this proposal is made in good faith, without fraud, collusion, or connection of any kind with any other bidder of the same work, that he/she is competing in his/her own interest and in his/her own behalf, without connection of obligation to an undisclosed person; that no other person has any interest in regard to all conditions pertaining to the Work and in regard to the place where it is to be done, has made his/her own examination and estimates and from them makes this proposal. The undersigned understands that the Construction Manager, Owner and Architect reserve the right to reject any and all Bid Proposals and to waive any irregularities or informalities.

SIGNATURE:

 President
(Owner, President or Authorized Agent if Corporation)

NAME & TITLE:

Michael Locklear

President

(Print)

2nd SIGNATURE:

(If Partnership)

WITNESS:

BUSINESS ADDRESS:

9525 Rennert Road

(Street Number & Street, PO Box)
Shannon

NC

28386

(910)

843

- 2989

(City, State, Zip, Phone)

ATTEST (if Corporation)

(Name)

Secretary

(Title)

Check One: _____ Individual _____ Partnership^x _____ Corporation
SEAL HERE

AFFIX CORPORATE

I, M-R Electric & Security Alarms, Inc

do hereby certify that on this project, we will use the following minority, women, or small business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

*M/W/SBE Category

[illegible]

Female (F), Small (S), or Socially and Economically Disadvantaged (D)

The total value of M/W/SBE firms contracting will be (\$)Six Hundred Seventy Five Thousand Five Hundred Dollars (\$675,500.00).

Page 6 of 9

Attach AFFIDAVIT A or AFFIDAVIT B to the Bid

State of North Carolina – AFFIDAVIT B – Intent to Perform Contract with Own Workforce.
County of M-R Electric & Security Alarms Inc

Affidavit of _____

(Name of Bidder)

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

Fayetteville Senior Center West

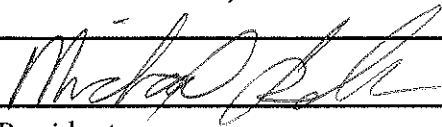
contract.

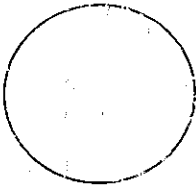
(Name of Project)

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.

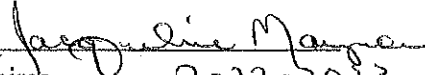
The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 4-9-19 Name of Authorized Officer: Michael Locklear, President
Signature: 
Title: President



Seal

State of NC, County of Robeson
Subscribed and sworn to before me this 9 day of April 2019

Notary Public 
My commission expires 7-27-2023

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

M-R Electric & Security Alarms, Inc. as
principal, and North American Specialty Insurance Company, as surety, who is
duly licensed to act as surety in North Carolina, are held and firmly bound unto
City of Fayetteville as obligee,
in the penal sum of Five Percent of Amount Bid 5% DOLLARS, lawful money of
the United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

Signed, sealed and dated this 9th day of April, 2019

WHEREAS, the said principal is herewith submitting proposal for

City of Fayetteville - Senior Center West
and the principal desires to file this bid bond in lieu of making the cash deposit as required
by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that
if the principal shall be awarded the contract for which the bid is submitted and shall
execute the contract and give bond for the faithful performance thereof within ten days after
the award of same to the principal, then this obligation shall be null and void; but if the
principal fails to so execute such contract and give performance bond as required by G.S.
143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in
the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by
G.S. 143-129.1

M-R Electric & Security Alarms, Inc. (SEAL)

By: *Michael H. H. H.* (SEAL)

(SEAL)

North American Specialty Insurance Company (SEAL)

By: *Heather Burroughs* (SEAL)
Heather Burroughs, Attorney-in-Fact



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Heather Burroughs

Principal: M-R Electric & Security Alarms, Inc.
Obligee: City of Fayetteville
Bond Description: City of Fayetteville - Senior Center West

Bond Number: Bid Bond
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of April, 2019.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

Probable Balance of GMP Summary by Bid Packages

May 8, 2019

	Bid Package Description	Balance of Work 5-8-19	18,784 sqft Cost/GSF	Percent of Total
(BP015000)	General Trades	\$77,000.00	\$4.10	2.2%
(BP033000)	Cast-in-Place Concrete	\$248,628.00	\$13.24	7.0%
(BP042000)	Unit Masonry	\$81,880.00	\$4.36	2.3%
(BP051000)	Structural Steel	\$79,500.00	\$4.23	2.2%
(BP061000)	Rough Carpentry	\$0.00	\$0.00	0.0%
(BP064000)	Architectural Woodwork	\$63,875.00	\$3.40	1.8%
(BP071000)	Insulation	\$40,000.00	\$2.13	1.1%
(BP074600)	Siding	\$79,203.00	\$4.22	2.2%
(BP079000)	Caulking, Joint Sealants & Air Barriers	\$10,000.00	\$0.53	0.3%
(BP075100)	Roofing Turnkey	\$16,500.00	\$0.88	0.5%
(BP081000)	Doors and Frames	\$86,300.00	\$4.59	2.4%
(BP084000)	Entrances, Storefronts, and Curtain Walls	\$67,825.00	\$3.61	1.9%
(BP092000)	Plaster and Gypsum Board	\$618,136.00	\$32.91	17.4%
(BP093000)	Tiling		\$0.00	0.0%
(BP095000)	Ceilings	\$55,410.00	\$2.95	1.6%
(BP096000)	Flooring		\$0.00	0.0%
(BP099100)	Painting	\$53,537.00	\$2.85	1.5%
(BP100000)	Specialties	\$36,475.00	\$1.94	1.0%
(BP101400)	Signage		\$0.00	0.0%
(BP102200)	Partitions	\$68,835.00	\$3.66	1.9%
(BP105000)	Storage Specialties	\$9,000.00	\$0.48	0.3%
(BP130000)	PEMB - Erection		\$0.00	0.0%
(BP130000)	PEMB - Furnish		\$0.00	0.0%
(BP131100)	Swimming Pools		\$0.00	0.0%
(BP210000)	Fire Suppression		\$0.00	0.0%
(BP225000)	Plumbing & HVAC Combined		\$0.00	0.0%
(BP260000)	Electrical		\$0.00	0.0%
(BP310000)	Earthwork	\$1,303,973.00	\$69.42	36.8%
	Subtotal:	\$2,996,077.00	\$159.50	84.5%
		\$0.00	\$0.00	0.0%
0.960%	Liability Insurance	\$34,037.99	\$1.81	1.0%
0.250%	Builders Risk	\$8,864.06	\$0.47	0.3%
0.000%	Building Permit (By Owner)	\$0.00	\$0.00	0.0%
0.000%	Design Contingency	\$0.00	\$0.00	0.0%
3.000%	CM Contingency	\$89,882.31	\$4.79	2.5%
1.040%	Bond/Corp Guarantee	\$36,874.49	\$1.96	1.0%
	Construction Cost Subtotal	\$3,165,735.85	\$168.53	89.3%
12.000%	Metcon Fee, General Conditions & Overhead	\$379,888.30	\$20.22	10.7%
	Construction Cost Total	\$3,545,624.16	\$188.76	100.0%
0.000%	Escalation	\$0	\$0.00	0.0%
	Anticipated Construction Cost Total	\$3,545,624.16	\$188.76	100.0%