

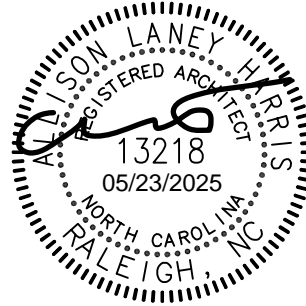
## **ADDENDUM 1**

**ADDENDUM DATE:** May 23<sup>rd</sup>, 2025

**PROJECT:** United Middle School of Havelock Addition  
Havelock, NC

**OWNER:** Craven County Schools  
3600 Trent Road  
New Bern, NC 28562

**ARCHITECT:** Smith Sinnett Architecture, P.A.  
4600 Lake Boone Trail, Suite 205  
Raleigh, North Carolina 27607



**BIDS DUE:** **June 10th 2025 at 2:00 p.m.**  
Craven County Schools Board Room,  
3600 Trent Road  
New Bern NC 28562

**Please note, Project Addenda and Bidders List are available at [www.smithsinnett.com](http://www.smithsinnett.com) under the 'Documents' Tab on the navigation bar.**

This Addendum shall be included in the contract for the above-referenced project. All General, Supplementary and Special Conditions, etc., as originally specified or as modified below shall apply to these items.

### **General**

1. Reminder: The Pre-Bid Meeting scheduled for May 29<sup>th</sup> is mandatory for General Contractors. Bidders who do not attend the Pre-Bid Meeting will be removed from consideration.
2. Pre-bid RFIs have been received, response log is included in Addendum 1.

### **Drawings**

1. **Revised S1-21:** 2" slab depression added to single stall toilets 225, 232, 325, 332, 425, 432, see included sheet.
2. **Revised S2-01:** detail 10 updated to remove stud framing, see included sheet.
3. **Revised S9-03:** kitchen cooler foundation drawing updated to provide additional notes, see included sheet.

4. **Revised A1-30:** Architectural reflected ceiling plan revised to show exterior fixtures, see included sheet.
5. **Revised A2-00:** Architectural exterior elevations revised to show added wall pack fixture over doors 234, 334, 434 and removed over South elevation windows, see included sheet.
6. **Revised A5-11:** detail 5 revised to identify all metals as galvanized steel, see included sheet.
7. **Revised E1-01, E1-02, E1-03:** Electrical lighting plans revised to show added wall pack fixture over doors 234, 334, 434, see included sheets.
8. **Revised E3-01, E3-02, E3-03, FA1-03, FA1-05, FA1-07:** Electrical Systems Plans and Fire Alarm Plans were revised to relocate ceiling devices out of the acoustic ceiling clouds, see included sheets.
9. **Revised E5-04:** Fixture Schedule was revised to update fixture type in PE Storage to match architectural, see included sheet.
10. **Revised E9-01:** Electrical Lighting Plan was revised to update lighting layout in PE Storage to match architectural, see included sheet.

#### **Specifications**

1. **Revised:** 004200 Unit prices: UP/A 2 and UP/A 3 for Mass Rock and Trench Rock removal have been removed and allowances have been renumbered.
2. **Revised:** 007200 General Conditions: This section was unintentionally omitted from the bid documents and has been added under Addendum 1.
3. **Clarification:** 007300 Supplementary General Conditions; Construction Period section re-worded to clarify that Phase 2 can start before Phase 1 is completed; Application for Payment section re-worded to include Retainage.
4. **Revised:** 012100 Allowances: UP/A 2 and UP/A 3 for Mass Rock and Trench Rock removal have been removed and allowances have been renumbered. All other site-related unit price quantities (1-6) have been adjusted.
5. **Revised:** 012200 Unit Prices: UP/A 2 and UP/A 3 for Mass Rock and Trench Rock removal have been removed and allowances have been renumbered.
6. **Substitution Request:** 072619 Topical Moisture Vapor Mitigation System: Sinak has been added as an approved equal.
7. **Substitution Request:** 074113 Metal Soffit and Wall Panels: Metal Roofing Systems (MRS) has been added as an approved equal.
8. **Substitution Request:** 077100 Roof Specialties: Metal Roofing Systems (MRS) has been added as an approved equal.
9. **Substitution Request:** 079513 Interior Expansion Control: Erie Metal Systems (EMS) has been added as an approved equal.

10. **Substitution Request:** 079516 Exterior Expansion Control: Erie Metal Systems (EMS) has been added as an approved equal.

**End of Addendum 1**

**Attached:**

**Drawings:**

S1-21 Foundation Plan  
S2-01 Sections  
S9-03 Alt 3 – Walk-In Freezer and Cooler  
A1-30 Reflected Ceiling Plan  
A2-00 Exterior Elevations  
A5-11 Wall Details  
E1-01, E1-02, E1-03 Lighting Plans  
E3-01, E3-02, E3-03 Special Systems Plans  
E5-04 Schedules & Risers  
E9-01 Alternate Plans  
FA1-03, FA1-05, FA1-07 Fire Alarm Plans

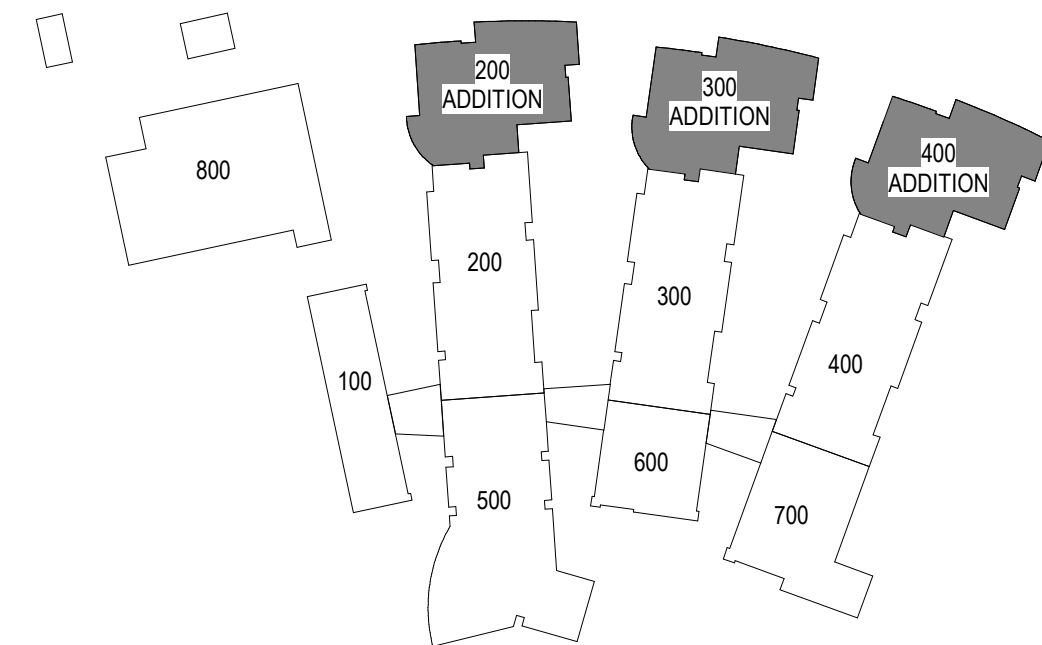
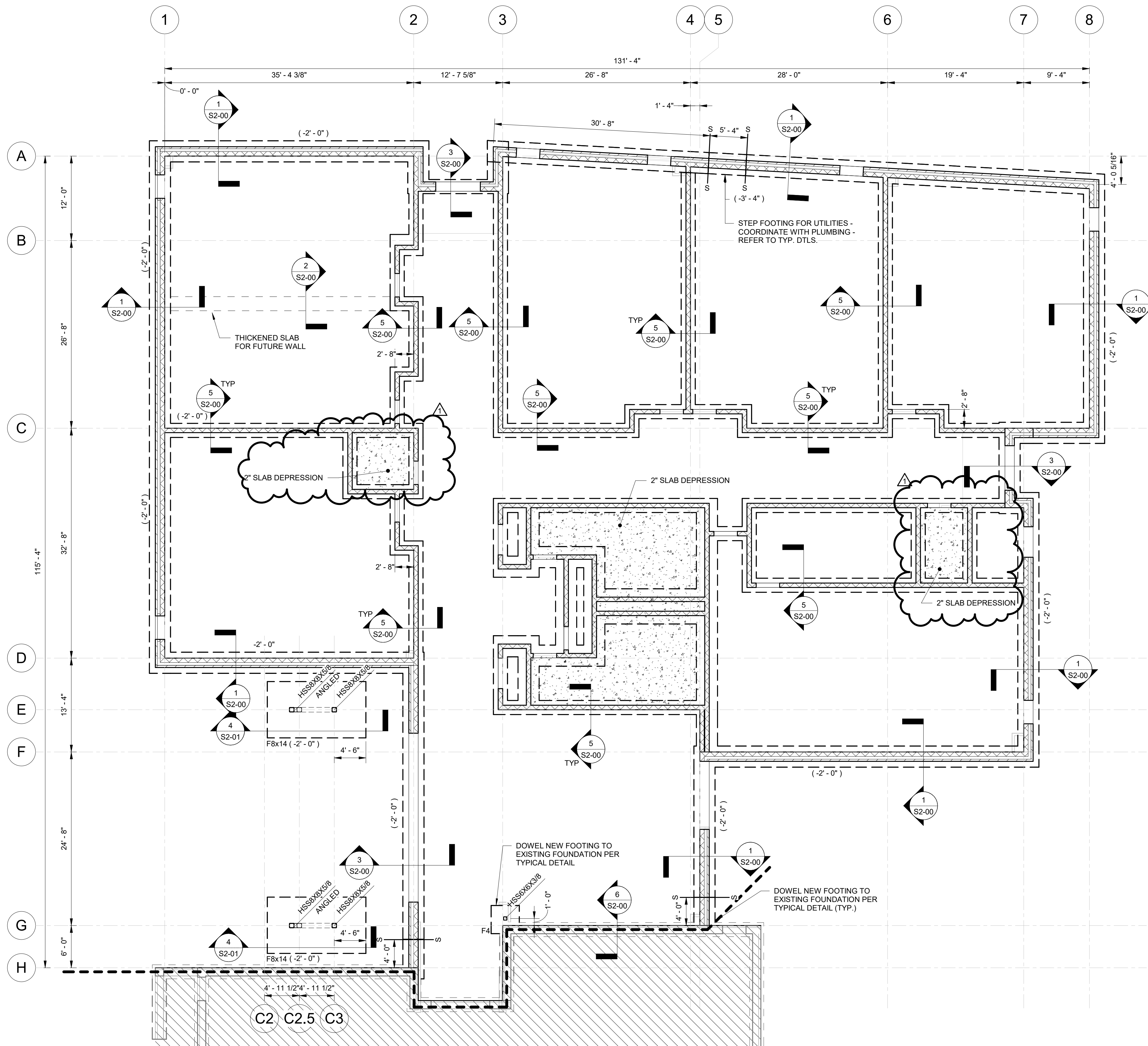
**Specifications:**

004200 Proposal Form  
007200 General Conditions  
007300 Supplementary General Conditions  
012100 Allowances  
012200 Unit Prices

**Other:**

RFI log  
Sidewalk Exhibit

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KEY PLAN

Foundation Plan Notes:

- Entire area shall receive 4" concrete slab on grade reinforced with 6 X 6 - W2.1 X W2.1 welded wire reinforcing, unless noted otherwise. Slab shall bear on 4" of compacted, porous fill. Provide vapor barrier between slab and porous fill.
- CJ (construction or control joints - contractor's option) shall be placed at each column centerline, and immediately spaced at 12'-0" o.c. max. each way between column centerlines. See typical detail on sheet S0-02.
- F on plan indicates a column footing. See typical detail and schedule on Sheet S0-02.
- Marks shown thus (-x'-x'-x') indicate top of footing in relation to F.F.E. = 0'-0". Top of footing = (-2'-0") unless noted otherwise. Contractor shall coordinate top of footing elevations with architectural, mechanical, electrical, plumbing, and civil drawings. The Structural Engineer shall be notified of conflicts or discrepancies in top of footing elevations. Contractor shall coordinate with site drawings and provide footing steps as required. See typical detail on Sheet S0-02.
- Proposed footings shall be doweled into existing footings where there are conflicts between the two. See typical detail on Sheet S0-02.
- Concrete floor finish tolerances shall be, unless noted otherwise:
  - Slab-on-grade
    - Specified overall value:  $F_r/F_c = 25/20$
    - Minimum local value:  $F_r/F_c = 17/15$
- All dimensions related to the existing building shall be field verified.
- See Typical Construction Details on sheet S0-02, S0-03 + S0-04.
- See General Notes on Sheet S0-01.

1 01-FOUNDATION PLAN  
S1-21 1/8" = 1'-0"

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ENGINEER  
ANDREW K. WARNE

CONSTRUCTION DOCUMENTS

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Smith Sinnett Architecture, P.A. 2022

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CRAVEN COUNTY SCHOOLS  
UNIFIED MIDDLE SCHOOL OF HAVELOCK ADDITION  
200 Sermons Blvd,  
Havelock, NC 28532

1	23 MAY 2025	ADDENDUM 1
ID	DATE	DESCRIPTION

DRAWN BY:	HON
CHECKED BY:	AKW

FOUNDATION PLAN  
- CLASSROOM  
ADDITION

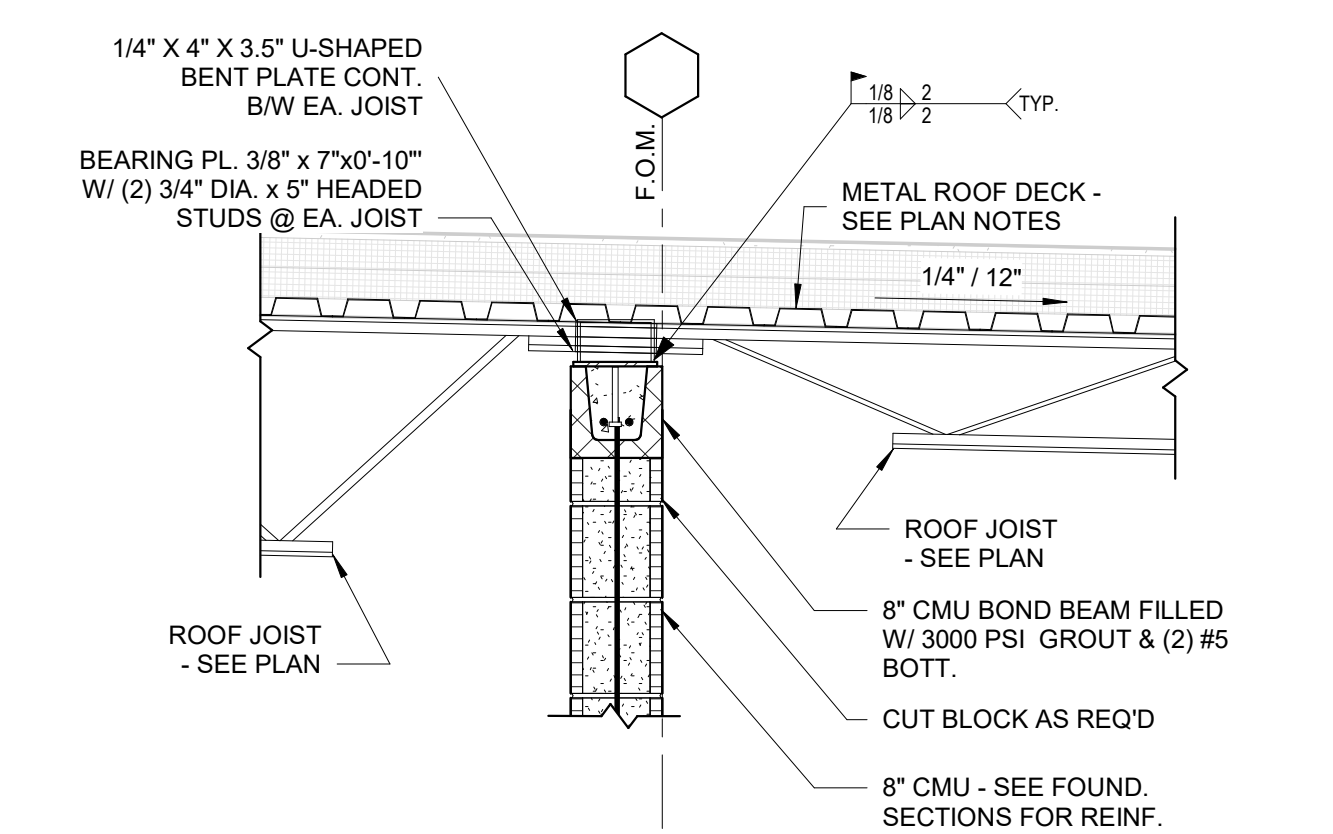
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S1-21

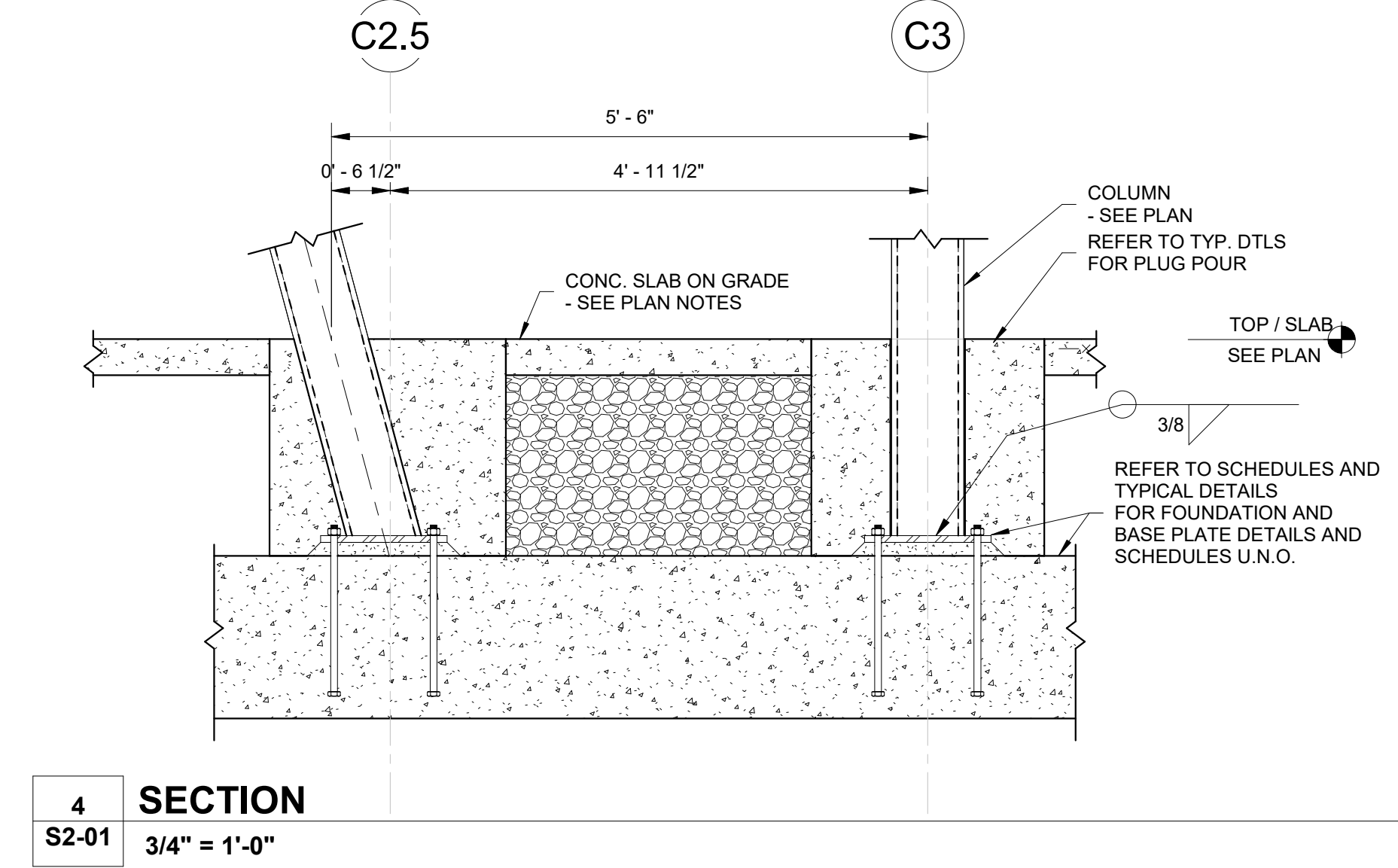
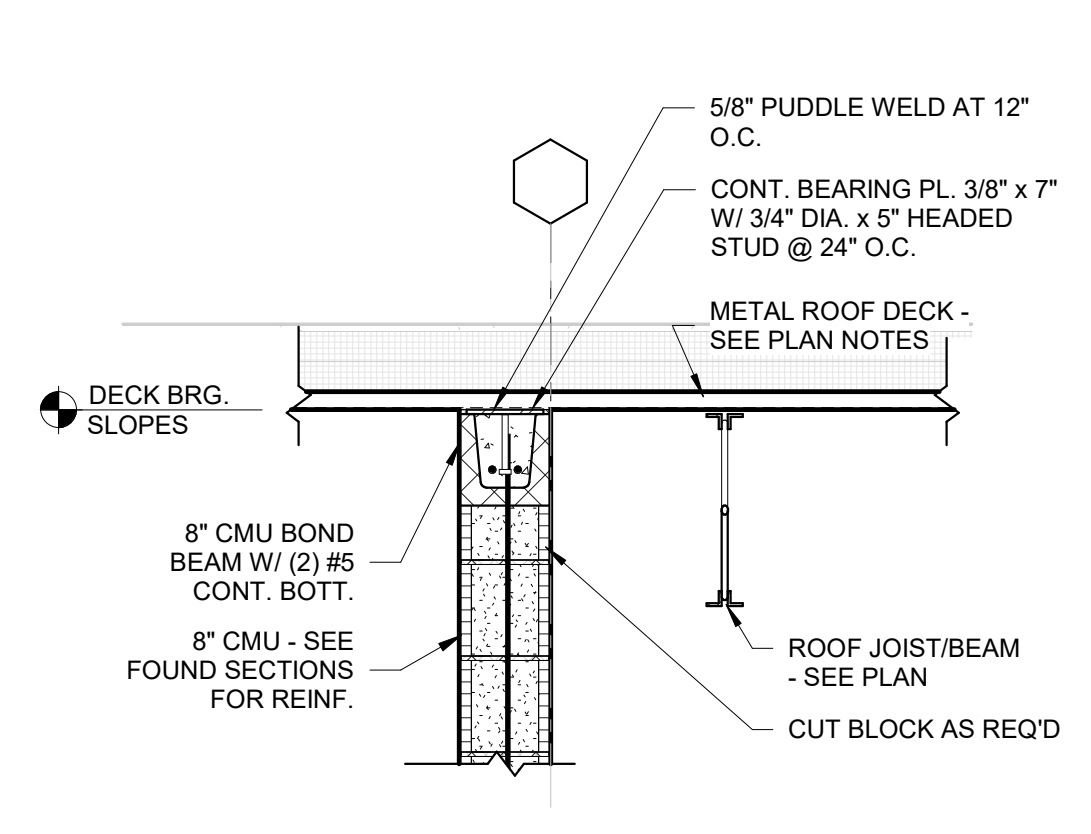


Altodesk Docs://Tucker Creek Middle School Addition/Tucker Creek Classroom Addition Structure\_R24.rvt  
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9 SECTION  
S2-01 3/4" = 1'-0"

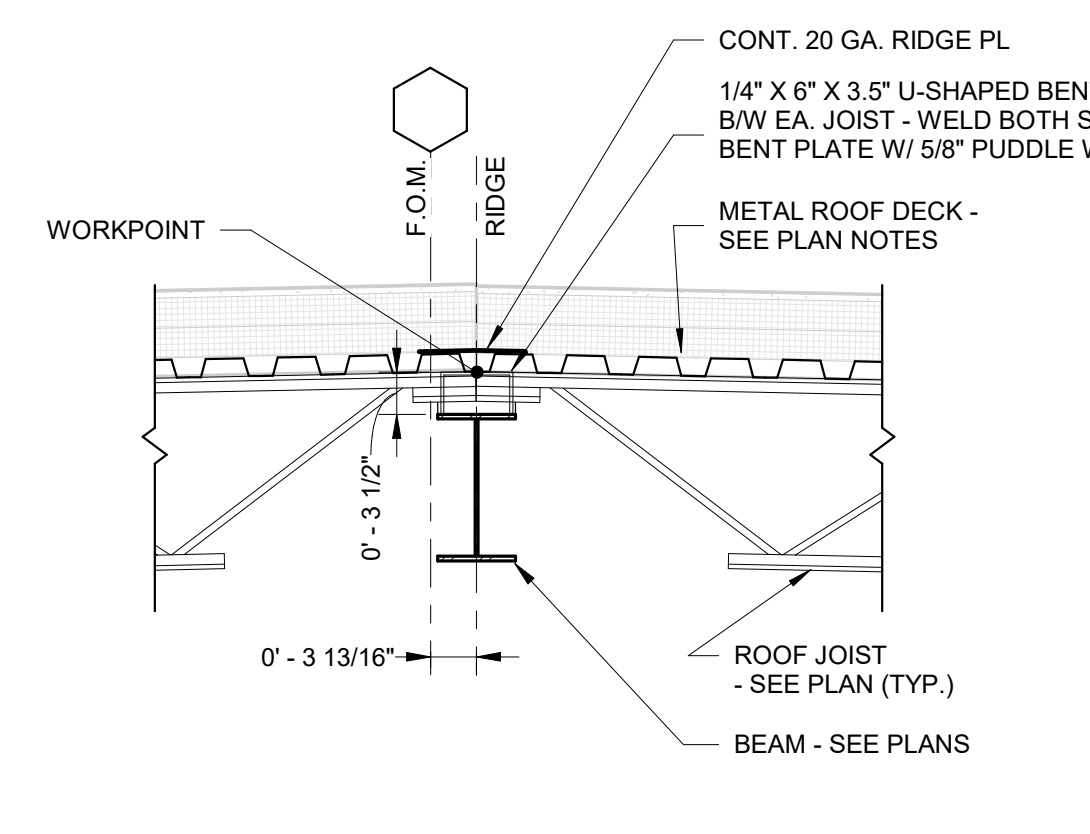


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S2-01 3/4" = 1'-0"

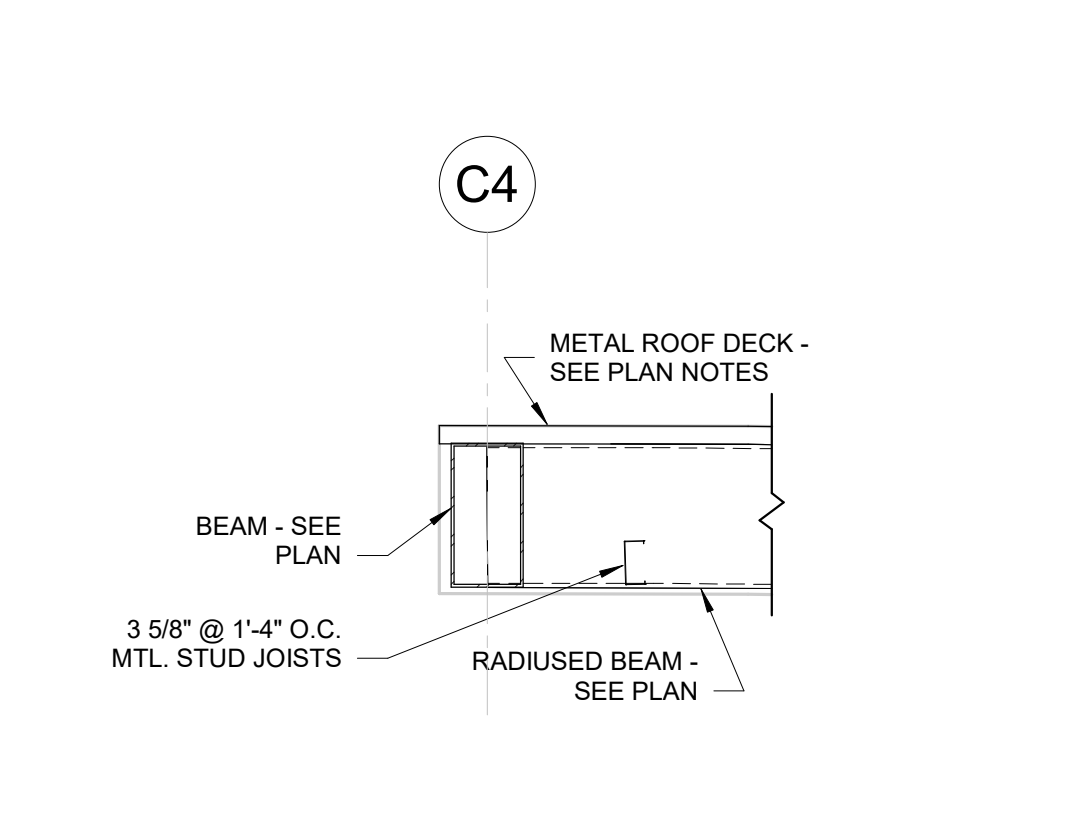


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S2-01 3/4" = 1'-0"

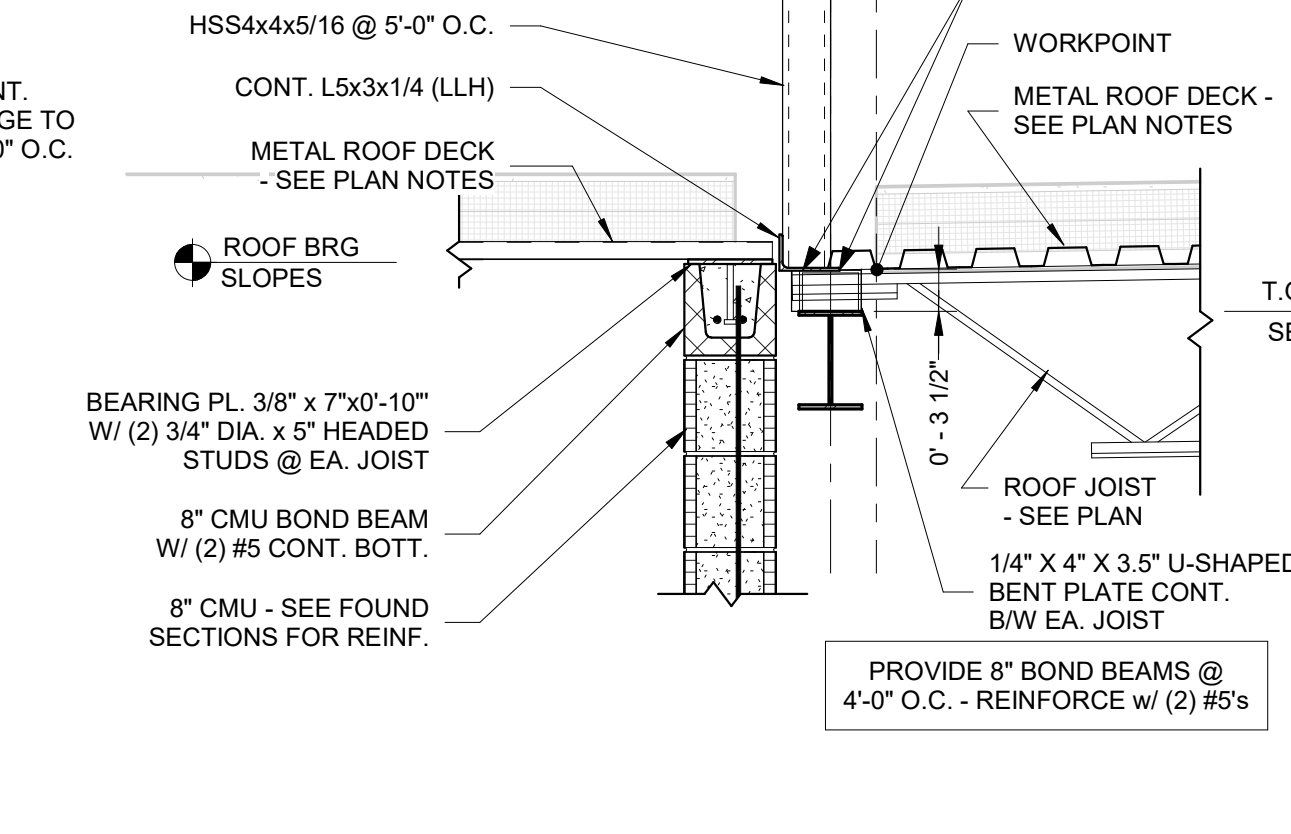
7 SECTION  
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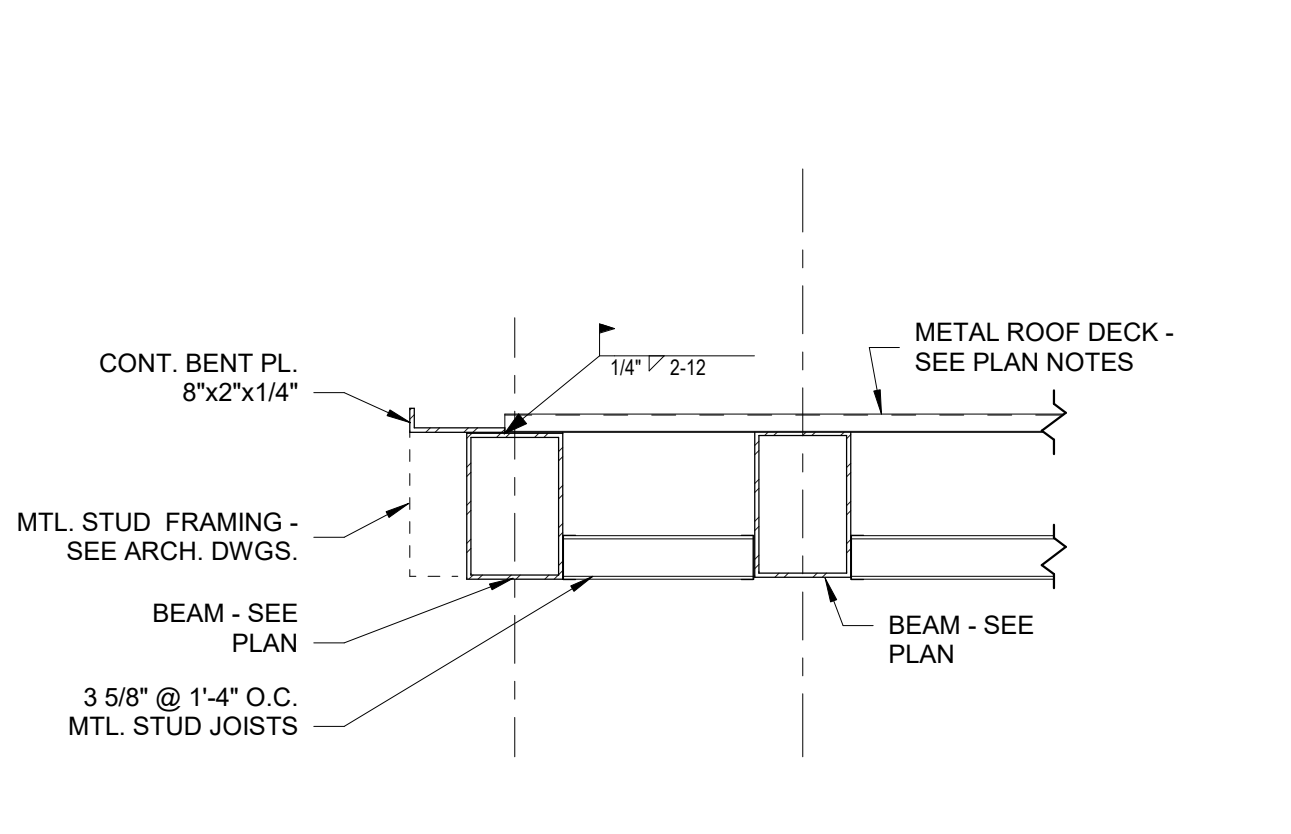
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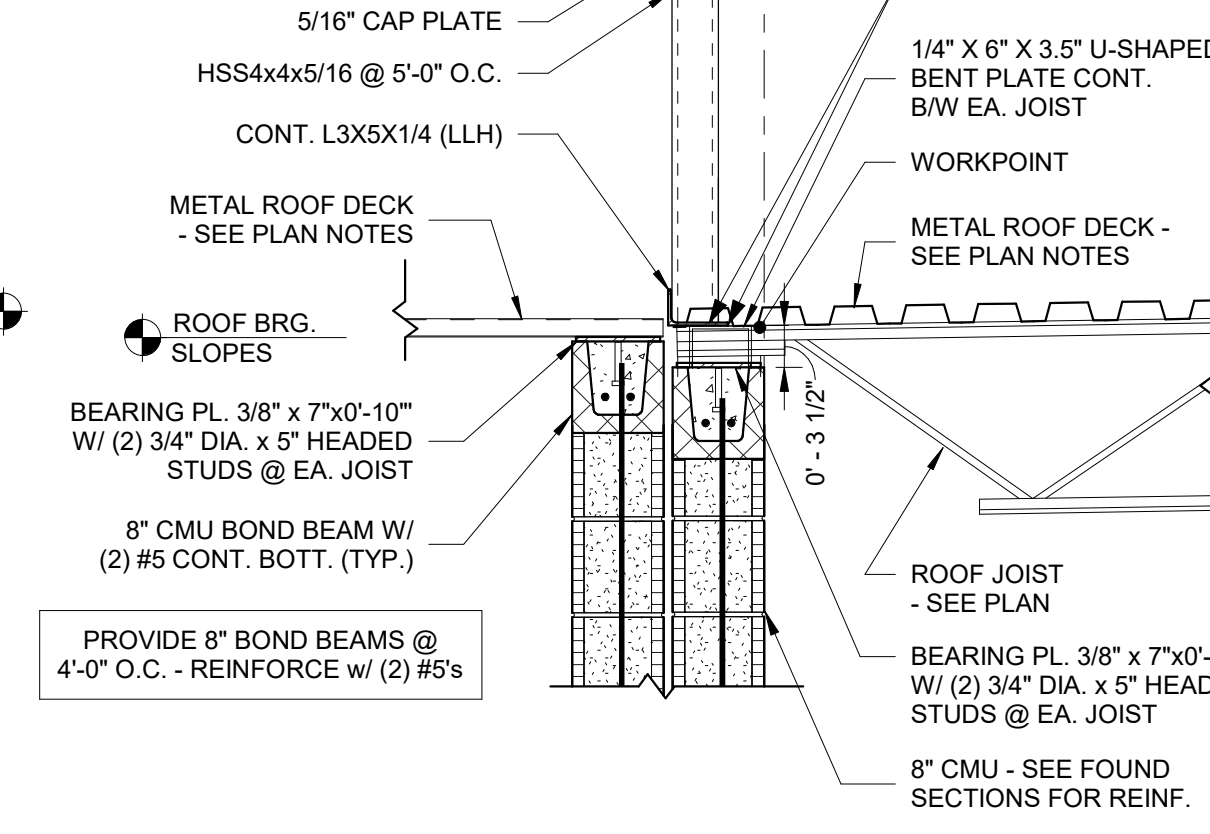
6 SECTION  
S2-01 3/4" = 1'-0"



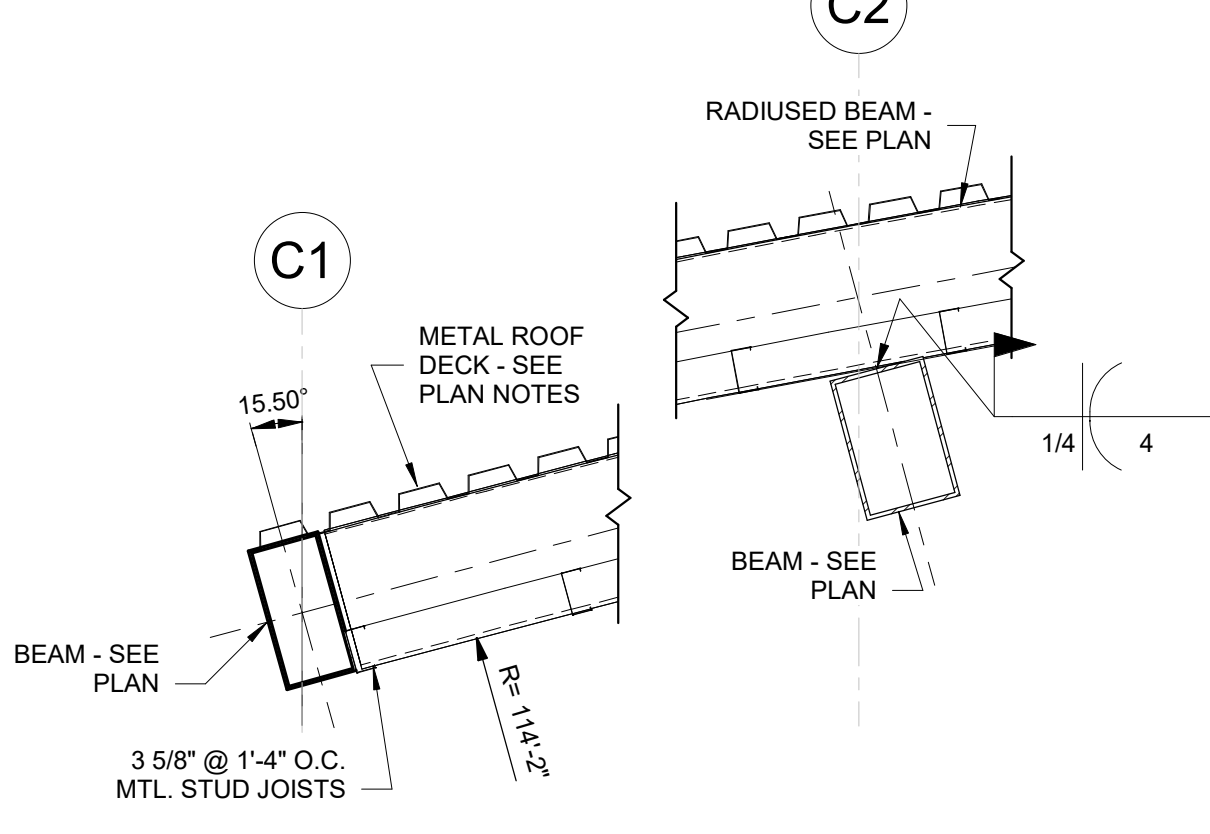
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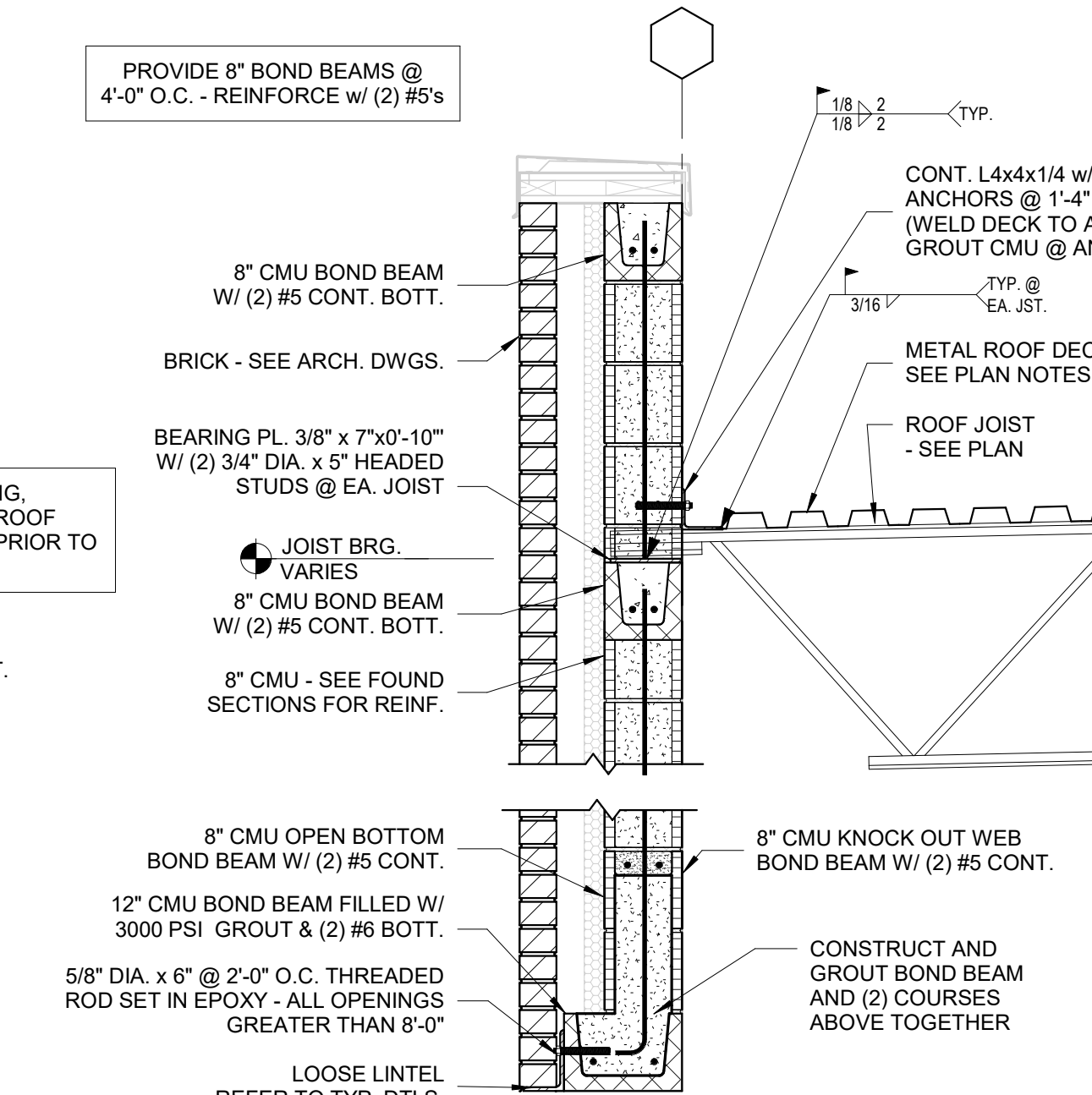
5 SECTION  
S2-01 3/4" = 1'-0"



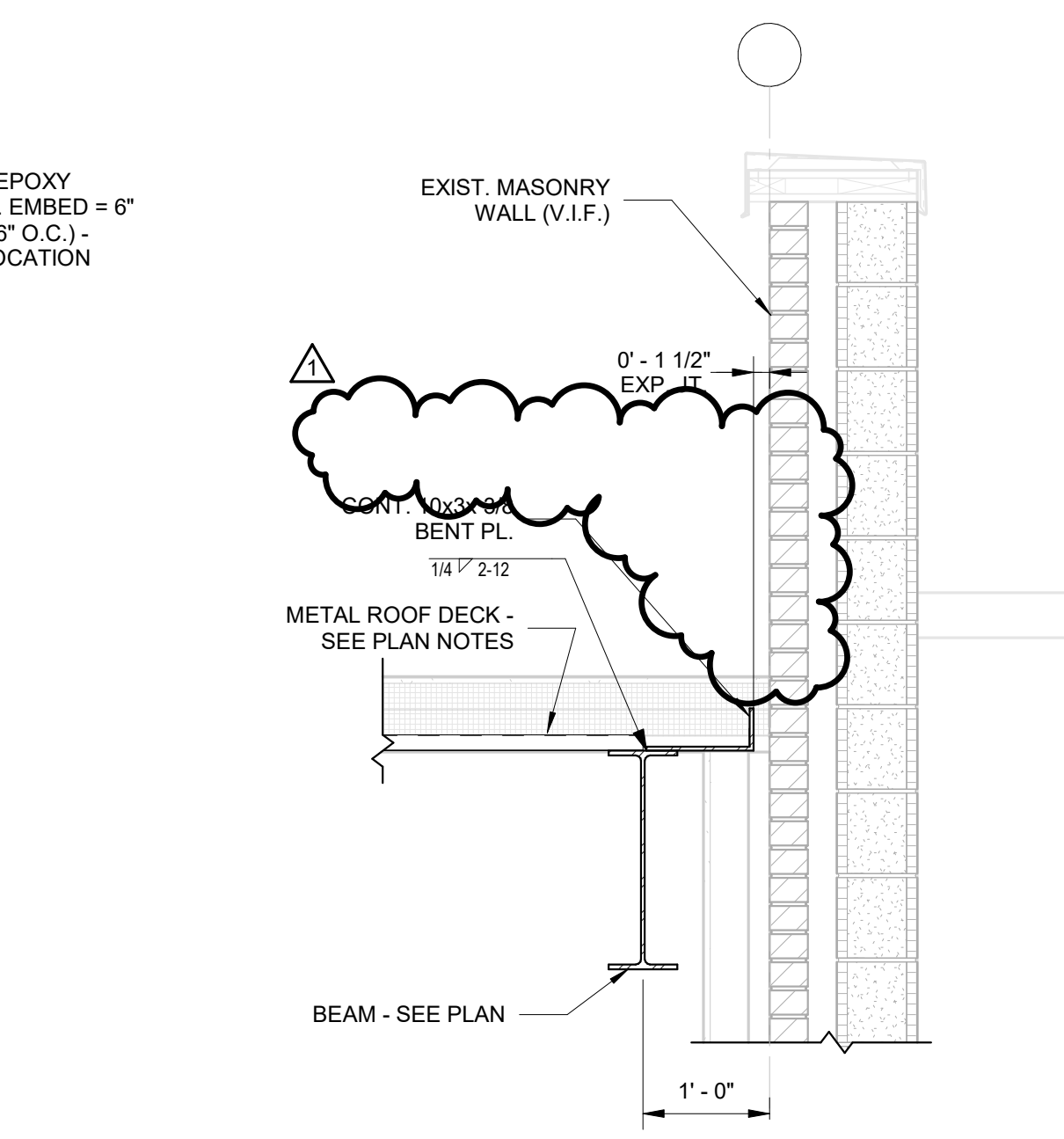
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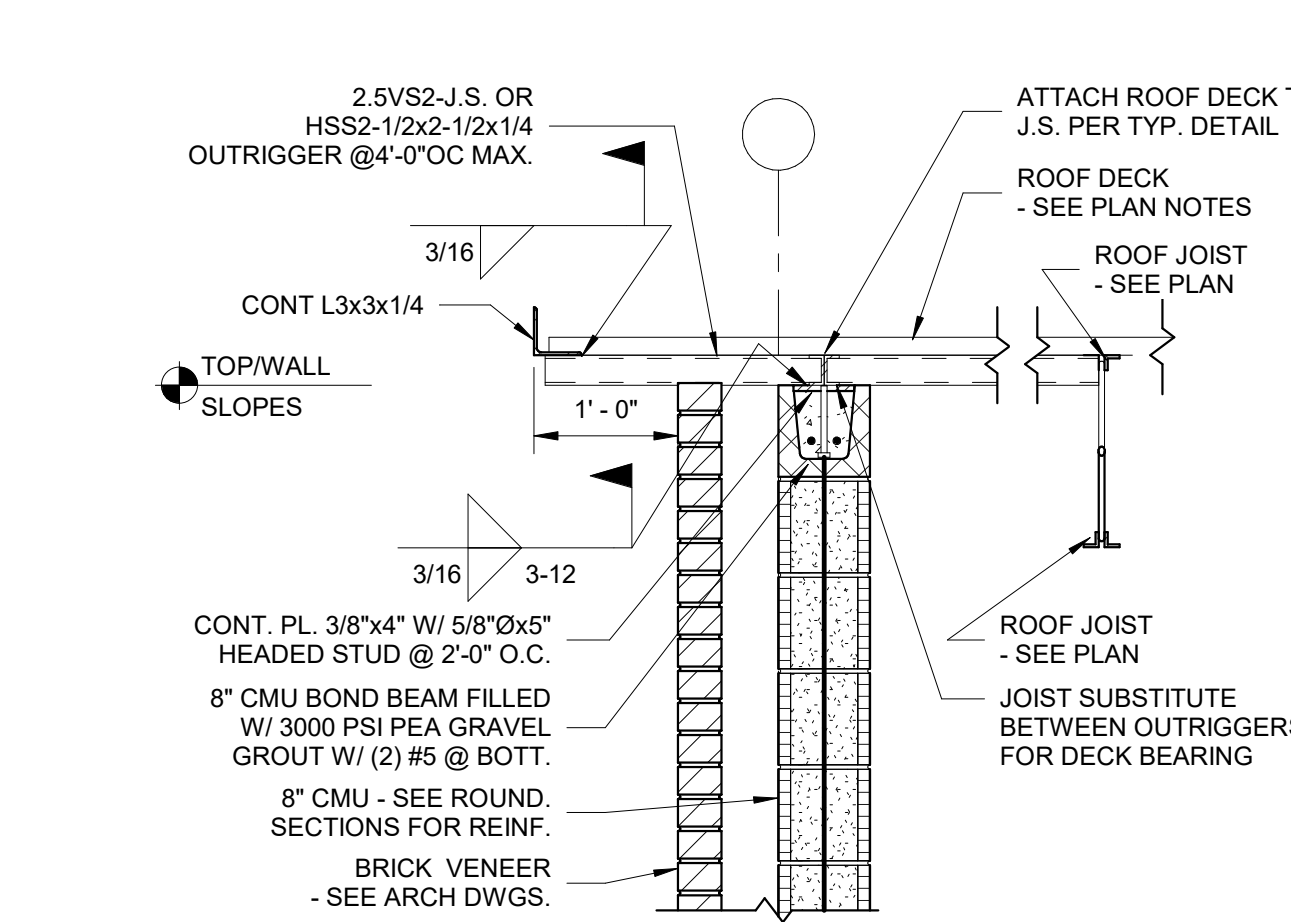
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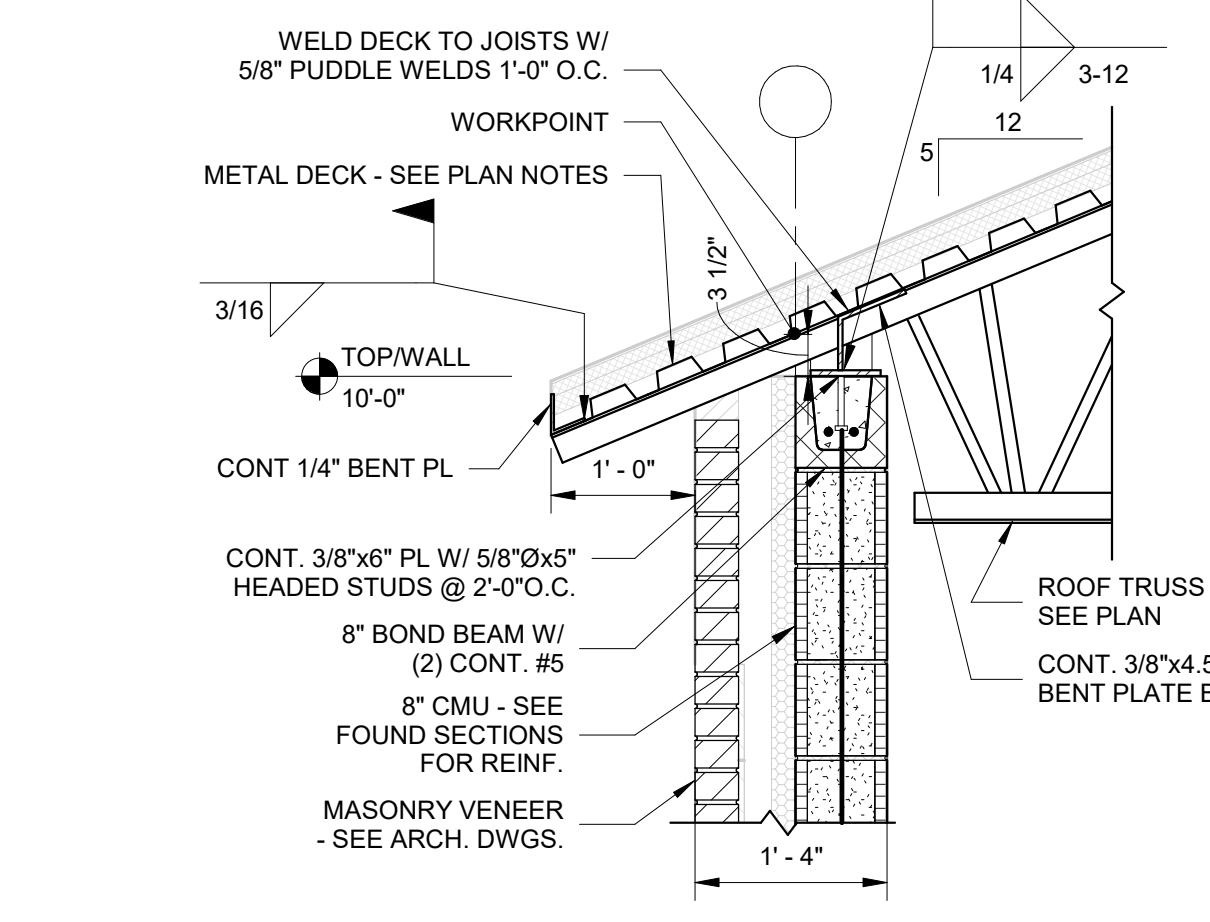
10 SECTION  
S2-01 3/4" = 1'-0"



15 SECTION  
S2-01 3/4" = 1'-0"



14 SECTION  
S2-01 3/4" = 1'-0"



CRAVEN COUNTY SCHOOLS  
UNIFIED MIDDLE SCHOOL OF HAVELOCK ADDITION

200 Sermons Blvd,  
Havelock, NC 28532

ID	DATE	DESCRIPTION
1	23 MAY 2025	ADDENDUM 1

DRAWN BY: HON  
CHECKED BY: AKW  
SECTIONS

2024004 23 MAY 2025

S2-01

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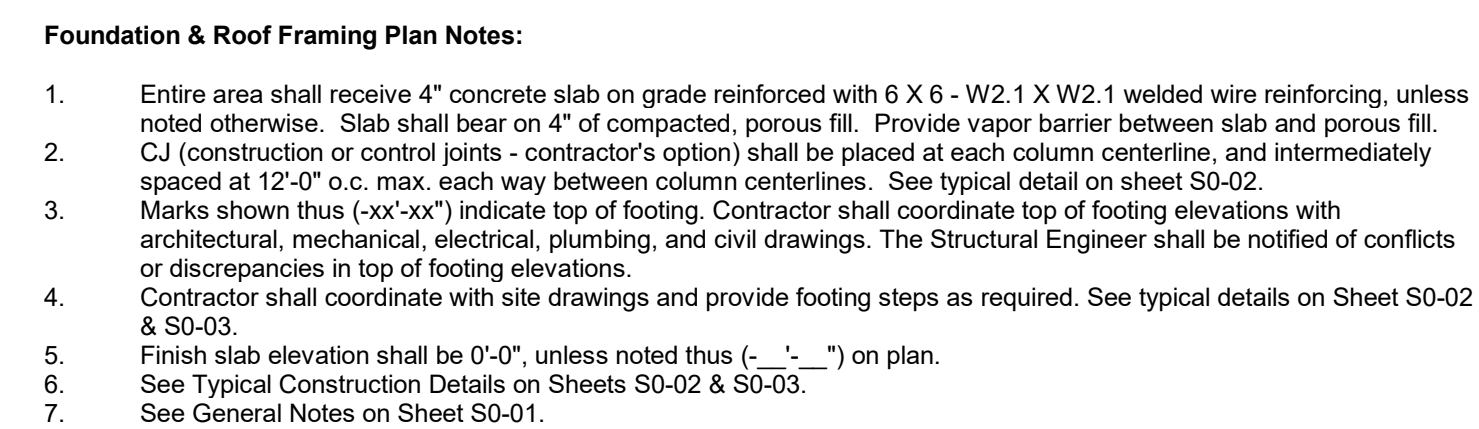
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SEAL  
05/22/2025  
ENGINEER  
THOMAS K. WATKINS

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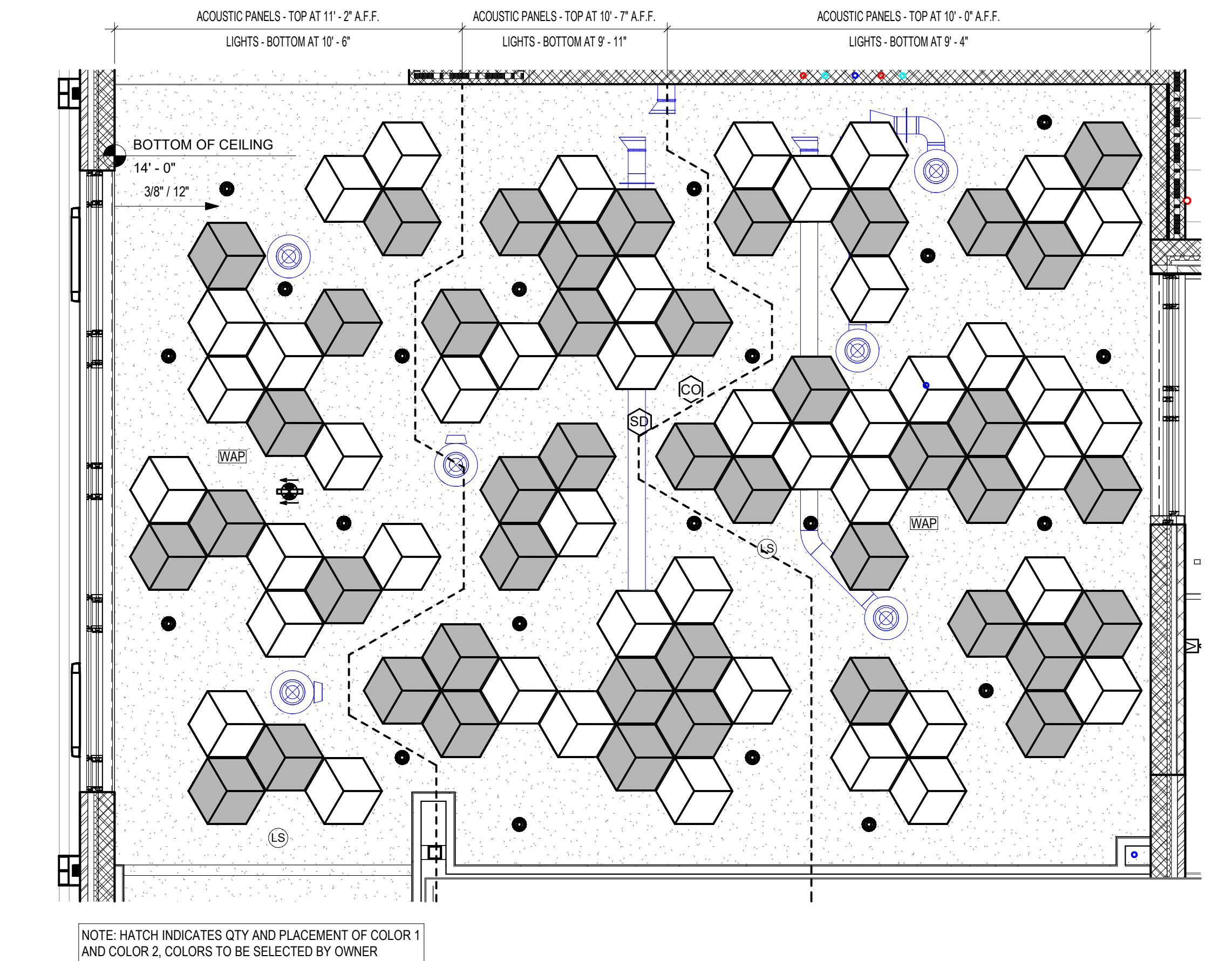
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S9-03

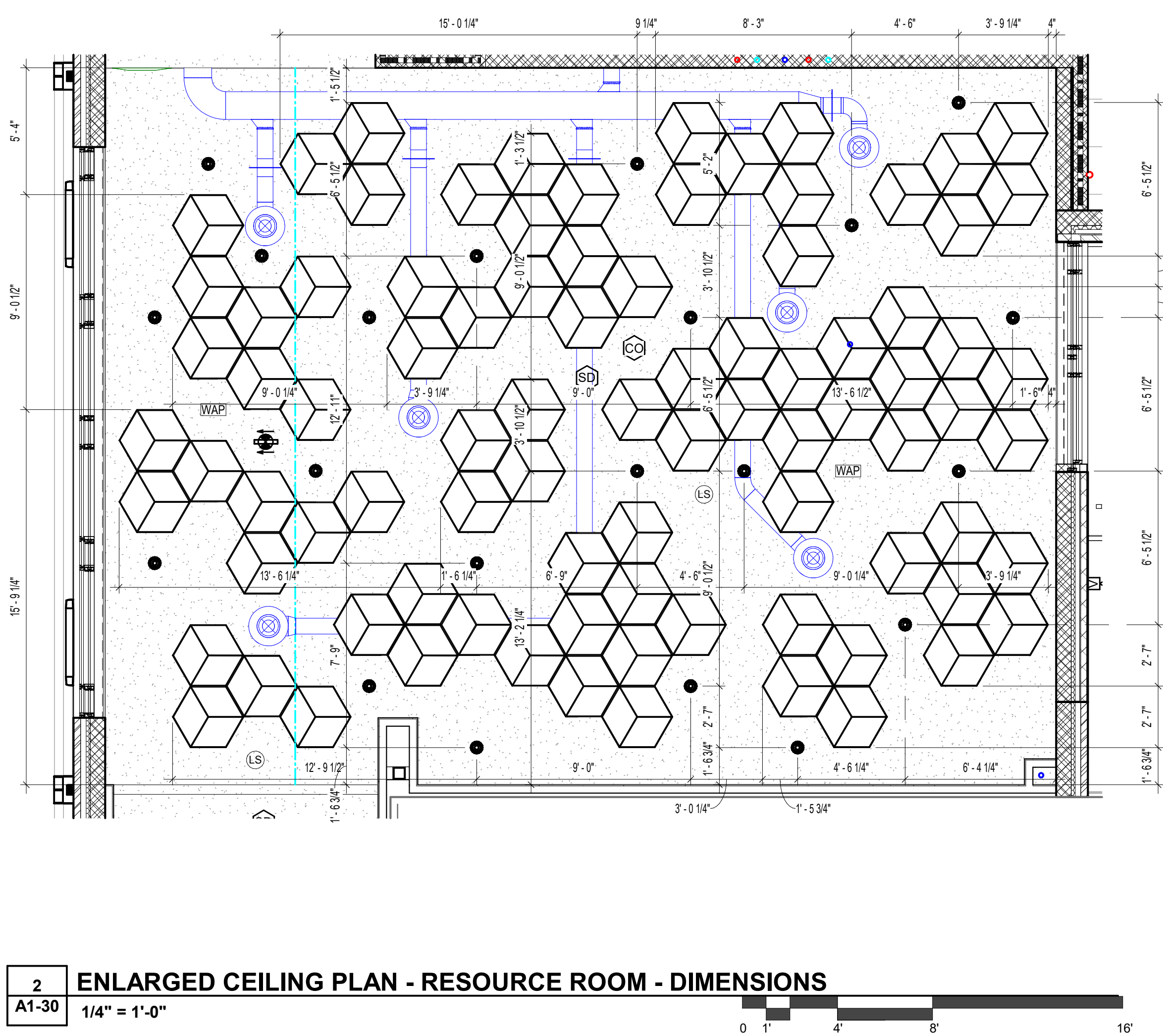




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3 ENLARGED CEILING PLAN - RESOURCE ROOM - HEIGHTS  
A1-30 1/4" = 1'-0"



2 ENLARGED CEILING PLAN - RESOURCE ROOM - DIMENSIONS  
A1-30 1/4" = 1'-0"



1 REFLECTED CEILING PLAN - ADDITION TYP.  
A1-30 1/8" = 1'-0"

## REFLECTED CEILING LEGEND AND NOTES

SYMBOL	TYPE	CEILING DESCRIPTION
	A	ACT-1, 2x2 TILE, WHITE FINISH, 1 HR
	B	ACT-2, 2x4 VINYL COVERED TILE AND GRID, 1 HR, WHITE FINISH HOLD DOWN CLIPS
	C	GYPSUM WALLBOARD CEILING SYSTEM
	D	GYPSUM WALLBOARD CEILING SYSTEM, 1 HR
	E	GYPSUM WALLBOARD CEILING SYSTEM, 2 HR
	F	ACOUSTIC CEILING CLOUDS, COLORS SELECTED BY OWNER
	G	ACOUSTIC DIFFUSERS (CDI) IN EXISTING CEILING GRID, COLORS SELECTED BY OWNER
	H1	PREFINISHED METAL SOFFIT PANEL - UNVENTED
	H2	PREFINISHED METAL SOFFIT PANEL - VENTED
SYMBOL	LIGHT FIXTURE DESCRIPTION	
	2' X 4' TROFFER LED	
	2' X 2' TROFFER LED	
	6' Ø RECESSED CAN - TYP SOFFIT	
	6' Ø PENDANT CAN - TYP RESOURCE ROOM	
	8' Ø EXTERIOR RECESSED CAN - TYP EXTERIOR SOFFIT	
	4' RECESSED LINEAR - TYP STAGE STORAGE	
	4' WALL-HUNG UTILITY - TYP UTILITY ROOMS	
	6' CHAIN-HUNG UTILITY - TYP P.E. STORAGE	
	6' EXTERIOR SURFACE-MOUNTED LINEAR - TYP BUS CANOPY	
	WALL SCONCE - TYP PATIO	
	ADJUSTABLE DIRECT/INDIRECT - TYP PATIO CANOPY	
	EXTERIOR WALL PACK	

SYMBOL	DIFFUSER TYPE
	2' X 2' SUPPLY
	2' X 2' RETURN
	EXHAUST, SIZE PER MECH SCHEDULES

- NOTES:
- REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR COMPLETE SCOPE OF CEILING PENETRATIONS AND FIXTURES.
  - ALL BULKHEADS AND SOFFITS ARE CEILING TYPE C UNLESS NOTED OTHERWISE.
  - BULKHEADS AND SOFFITS SHALL ALIGN WITH ADJACENT WALLS UNLESS NOTED OTHERWISE.
  - LIGHT FIXTURES SHALL BE CENTERED IN ROOMS UNLESS NOTED OTHERWISE.
  - LIGHT FIXTURES SHALL BE CENTERED ON SOFFITS UNLESS NOTED OTHERWISE.
  - CEILING DEVICES INCLUDING BUT NOT LIMITED TO OCCUPANCY SENSORS, FIRE ALARM STROBES, AND SMOKE ALARMS SHALL BE CENTERED ON CEILING TILES UNLESS NOTED OTHERWISE.
  - REFER TO PROJECT SPECIFICATIONS FOR COMPLETE DESCRIPTION OF CEILING MATERIAL.
  - CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING CEILING-MOUNTED LIGHTING, FIXTURES, AND EQUIPMENT TO BE REINSTALLED IN ORIGINAL LOCATION.
  - ALL GWS CEILINGS AND BULKHEADS TO BE PT-1, U.O.N.
  - NEW CEILING & BULKHEAD HEIGHTS A.F.F. TO BE COORDINATED WITH FINAL MECHANICAL EQUIPMENT, DUCTING, AND PIPING AS INSTALLED.
  - ALL EXTERIOR EGRESS LIGHTS TO BE CENTERED OVER OPENINGS BELOW UNLESS NOTED OTHERWISE.

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CRAVEN COUNTY SCHOOLS  
UNIFIED MIDDLE SCHOOL OF HAVELOCK ADDITION

200 Sermons Blvd.  
Havelock, NC 28532

1 23MAY2025 ADDENDUM 1  
ID DATE DESCRIPTION

DRAWN BY: AH, BB  
CHECKED BY: DW, AH  
TYPICAL ADDITION  
REFLECTED  
CEILING PLAN

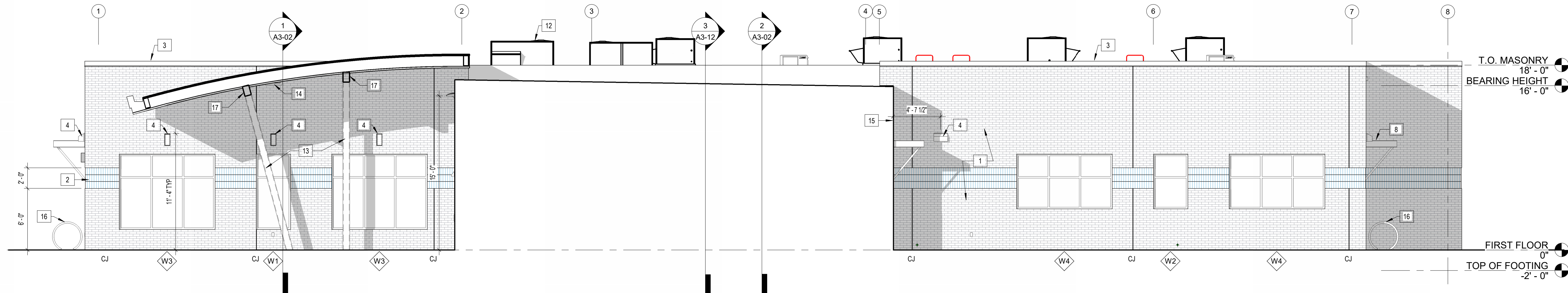
2024004 14 MAY 2025

A1-30

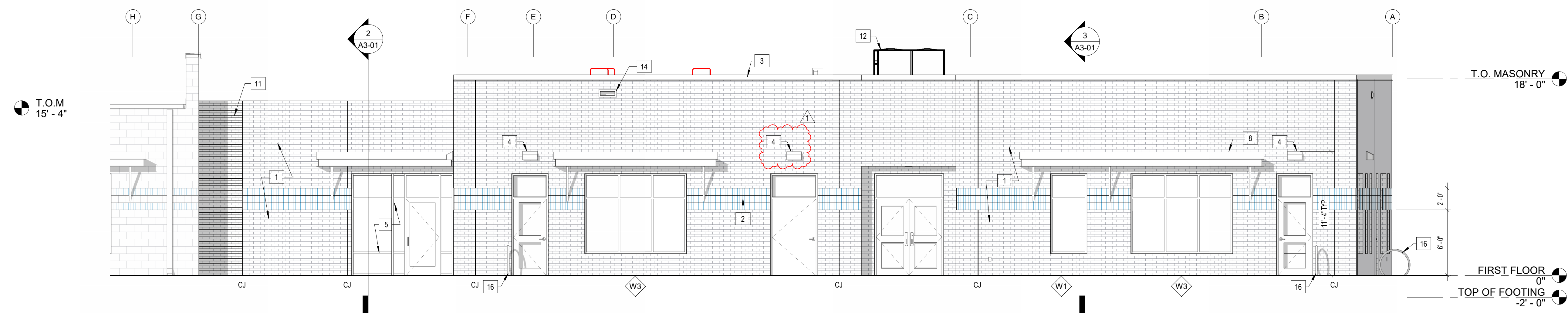


## ELEVATION KEYNOTES

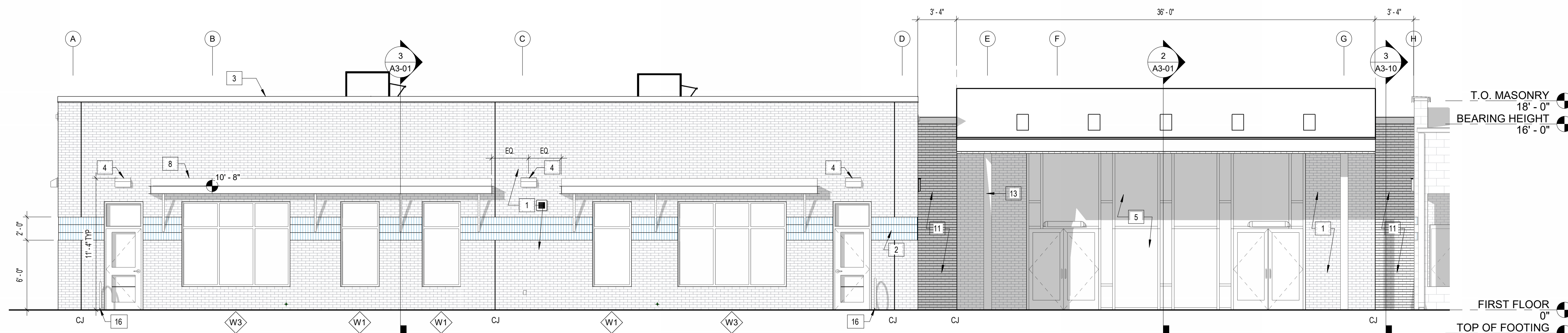
- BR-1 BRICK VENEER RUNNING BAND
- BR-2 BRICK VENEER SOLDIER COURSE BAND, RECESSED 1/2"
- ALUMINUM COPING
- WALL-MOUNTED LIGHT FIXTURE, REFER TO ELECTRICAL DWGS
- ALUMINUM STOREFRONT & GLAZING SYSTEM
- ALUMINUM FASCIA
- METAL ROOF
- PAINTED FABRICATED SUN SHADES, SEE DETAIL (S/A5-11), PT3
- PREFINISHED ALUMINUM DOWNSPOUT WITH CONCRETE SPLASH BLOCK
- PREFINISHED ALUMINUM BOX GUTTER
- BR-1 ACCENT BRICK PATTERN
- MECHANICAL EQUIPMENT, REFER TO MECH. DWGS
- PAINTED CANOPY COLUMN, PT3, REFER TO STRUCT. DWGS
- THROUGH WALL OVERFLOW SCUPPER
- EDGE OF BUILDING (CUT IN SECTION)
- STAINLESS STEEL ROUND TUBE CIRCULAR BIKE RACK
- PAINTED CANOPY BEAM, PT3, REFER TO STRUCT. DWGS



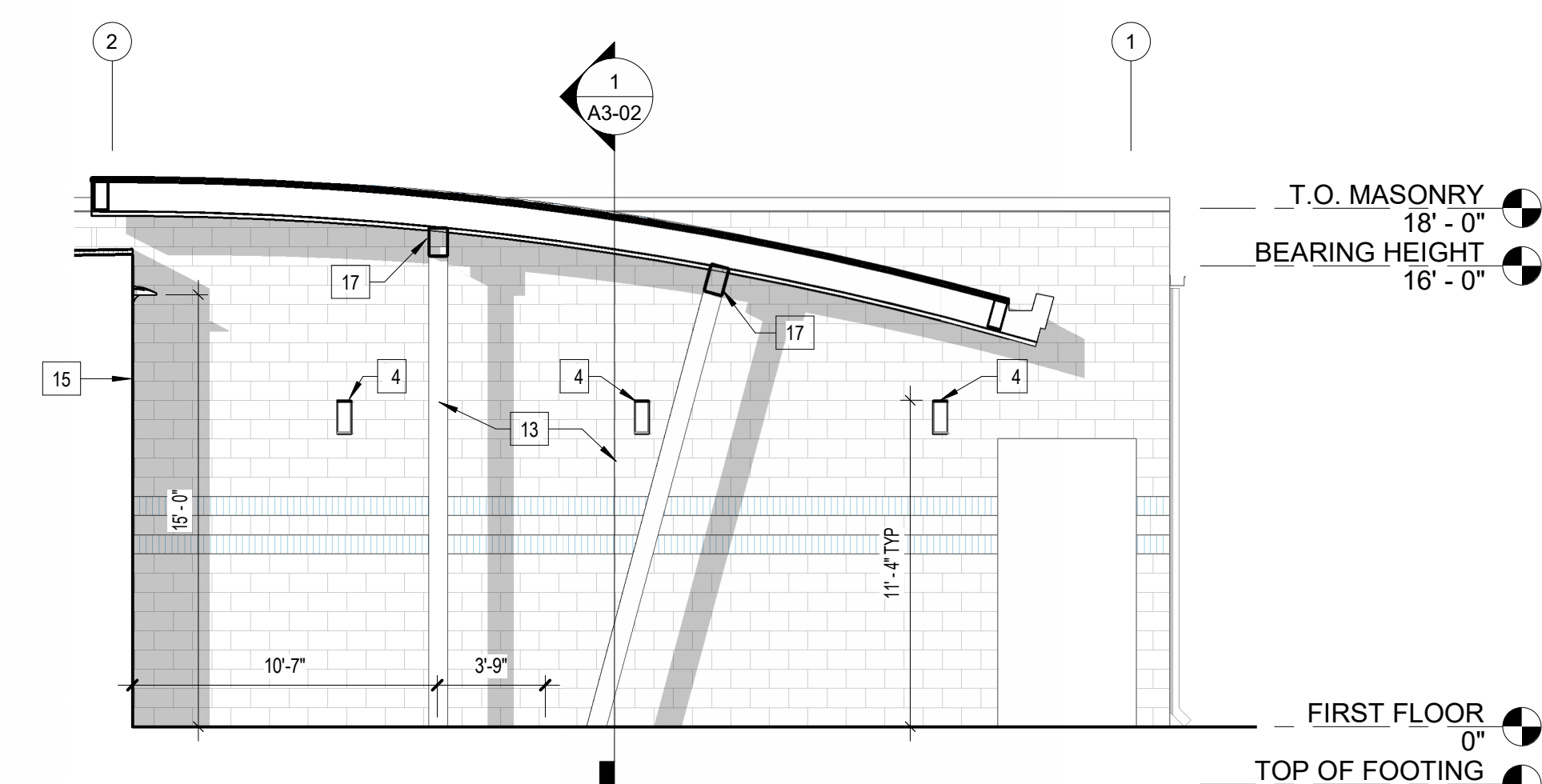
**5 BUILDING ELEVATION - NORTH**  
A2-00 3/16" = 1'-0"



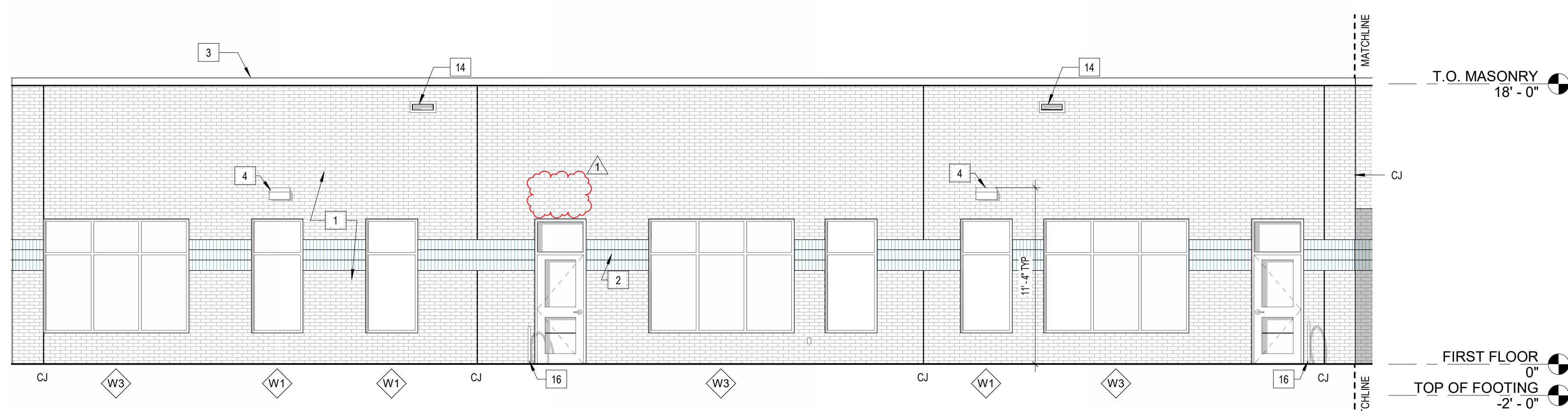
**4 BUILDING ELEVATION - EAST**  
A2-00 3/16" = 1'-0"



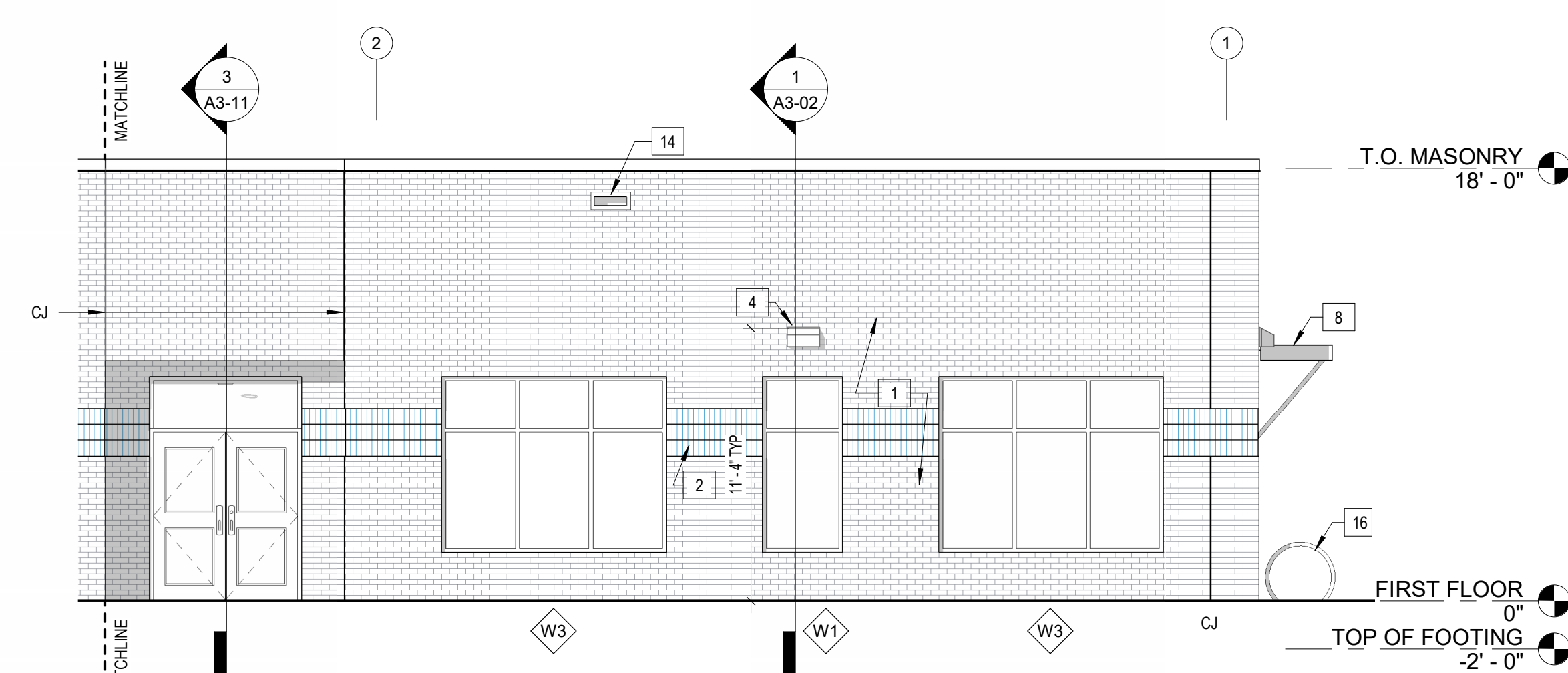
**3 BUILDING ELEVATION - WEST**  
A2-00 3/16" = 1'-0"



**2 BUILDING ELEVATION - SOUTH C**  
A2-00 3/16" = 1'-0"



**1B BUILDING ELEVATION - SOUTH B**  
A2-00 3/16" = 1'-0"



**1A BUILDING ELEVATION - SOUTH A**  
A2-00 3/16" = 1'-0"

CRAVEN COUNTY SCHOOLS  
UNIFIED MIDDLE SCHOOL OF HAVELOCK ADDITION

200 Sermons Blvd,  
Havelock, NC 28532

ID	DATE	DESCRIPTION
1	23MAY2025	ADDENDUM 1

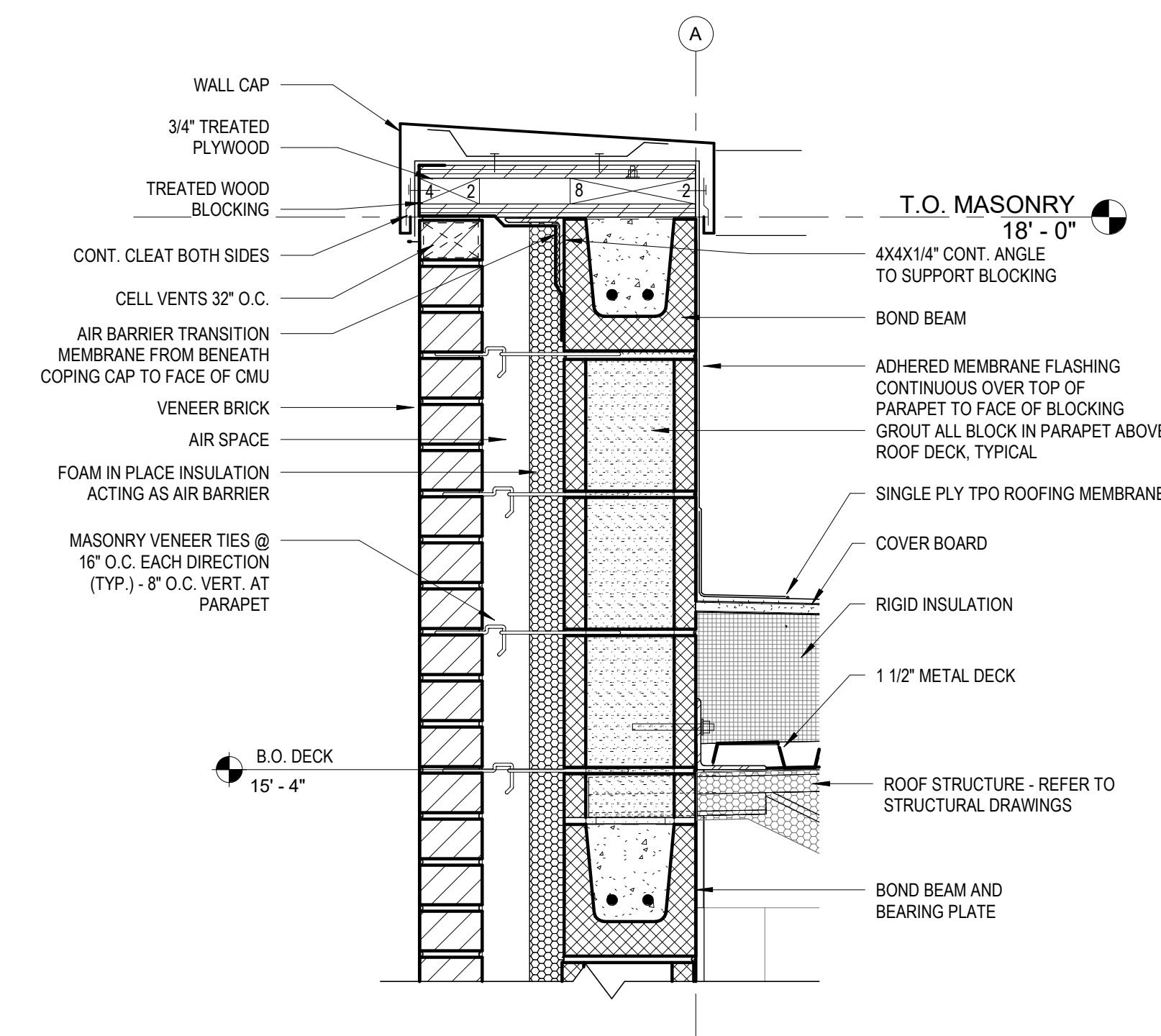
DRAWN BY: AH, BB  
CHECKED BY: DW, AH  
TYPICAL ADDITION  
EXTERIOR  
ELEVATIONS

2024004

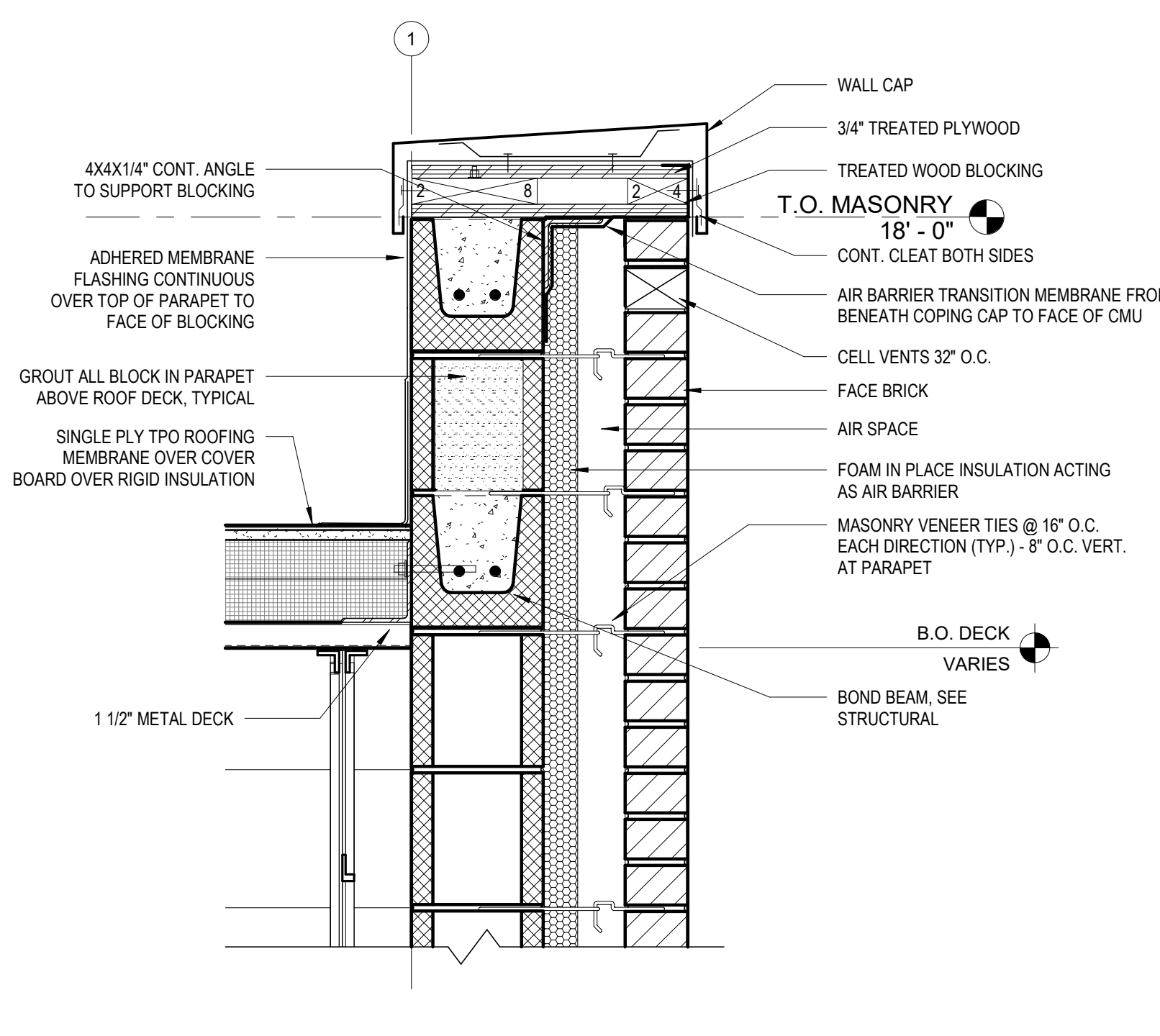
14 MAY 2025

A2-00

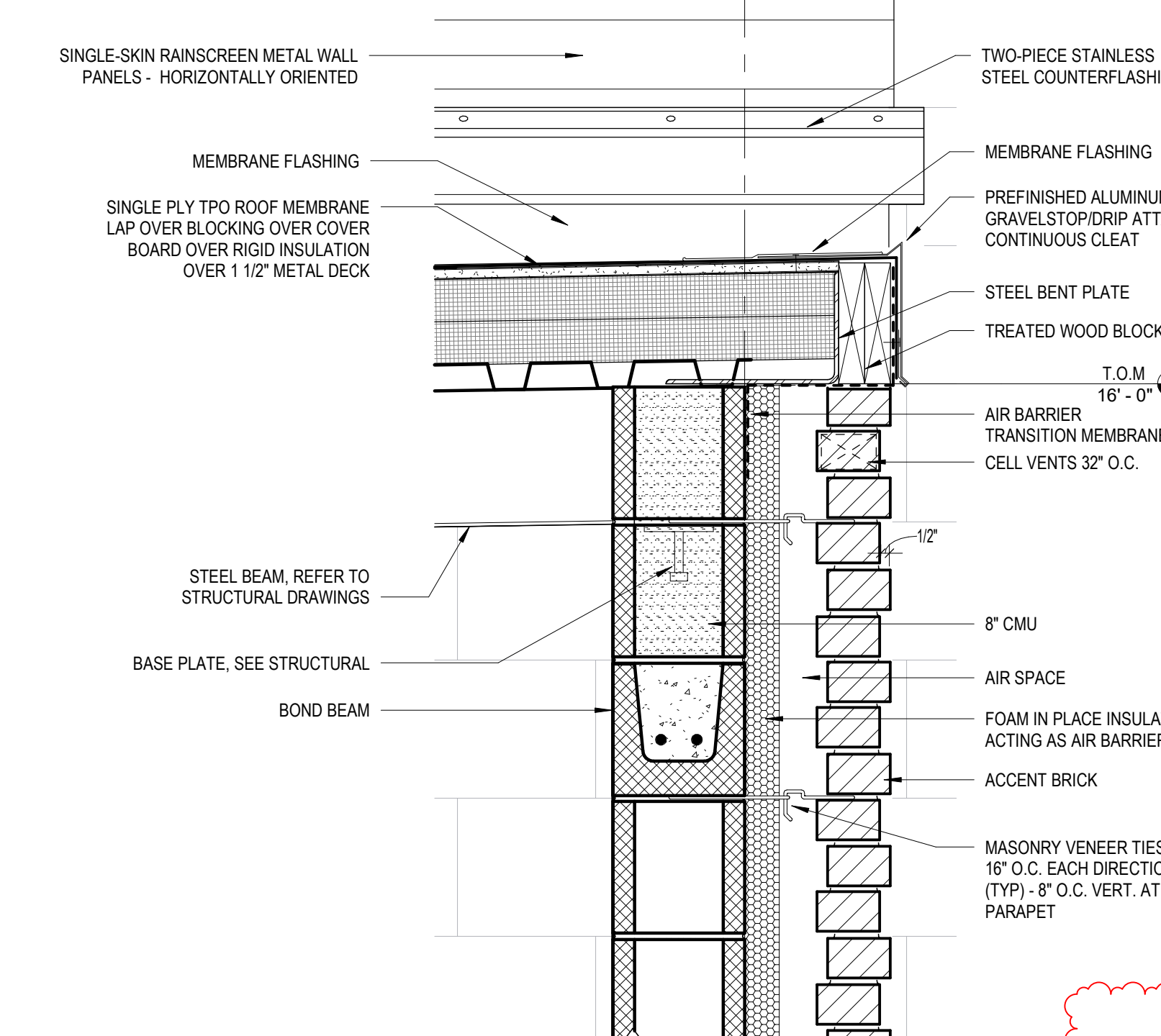




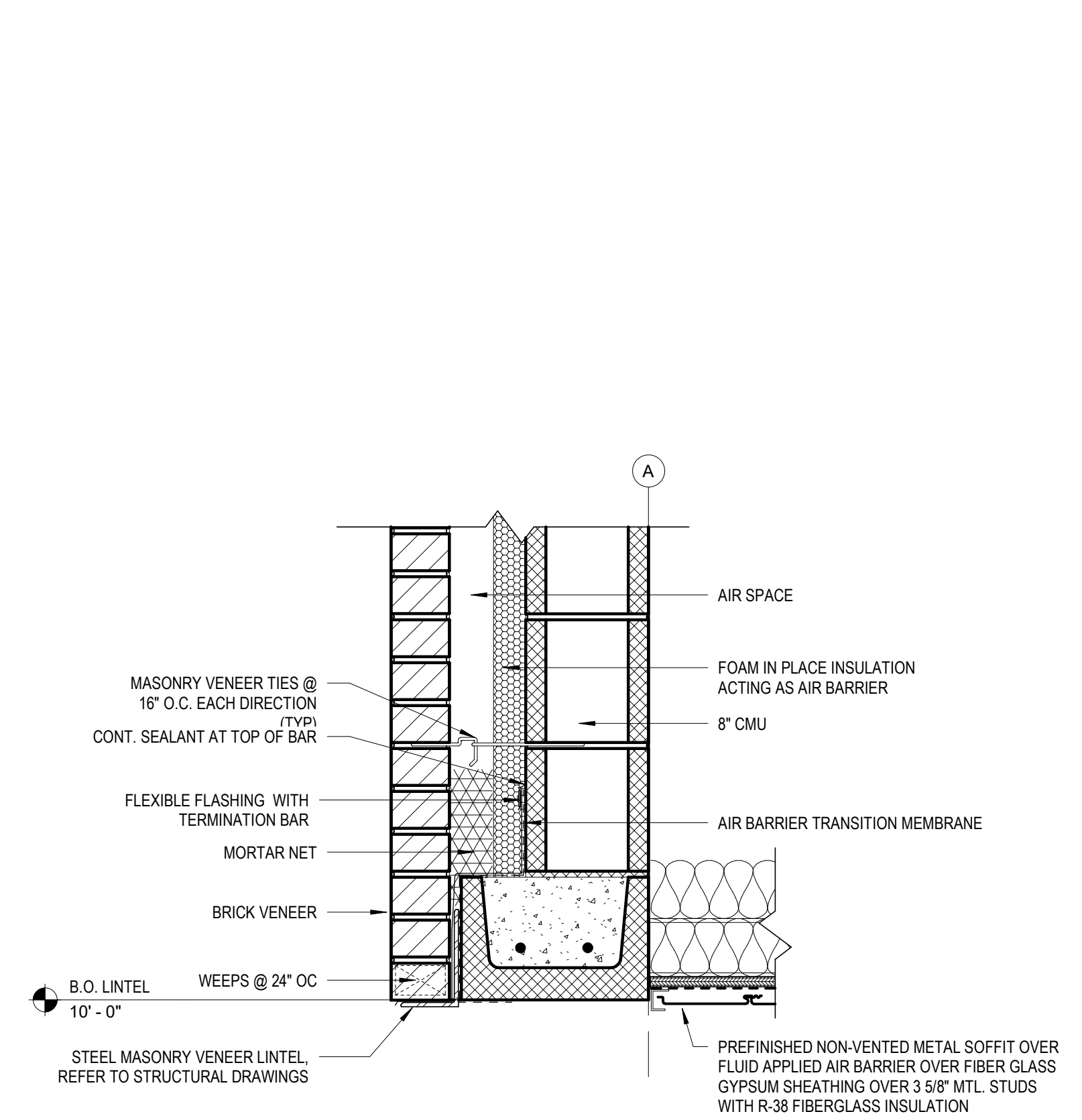
11 PARAPET DETAIL - MASONRY VENEER  
A5-11 1 1/2" = 1'-0"



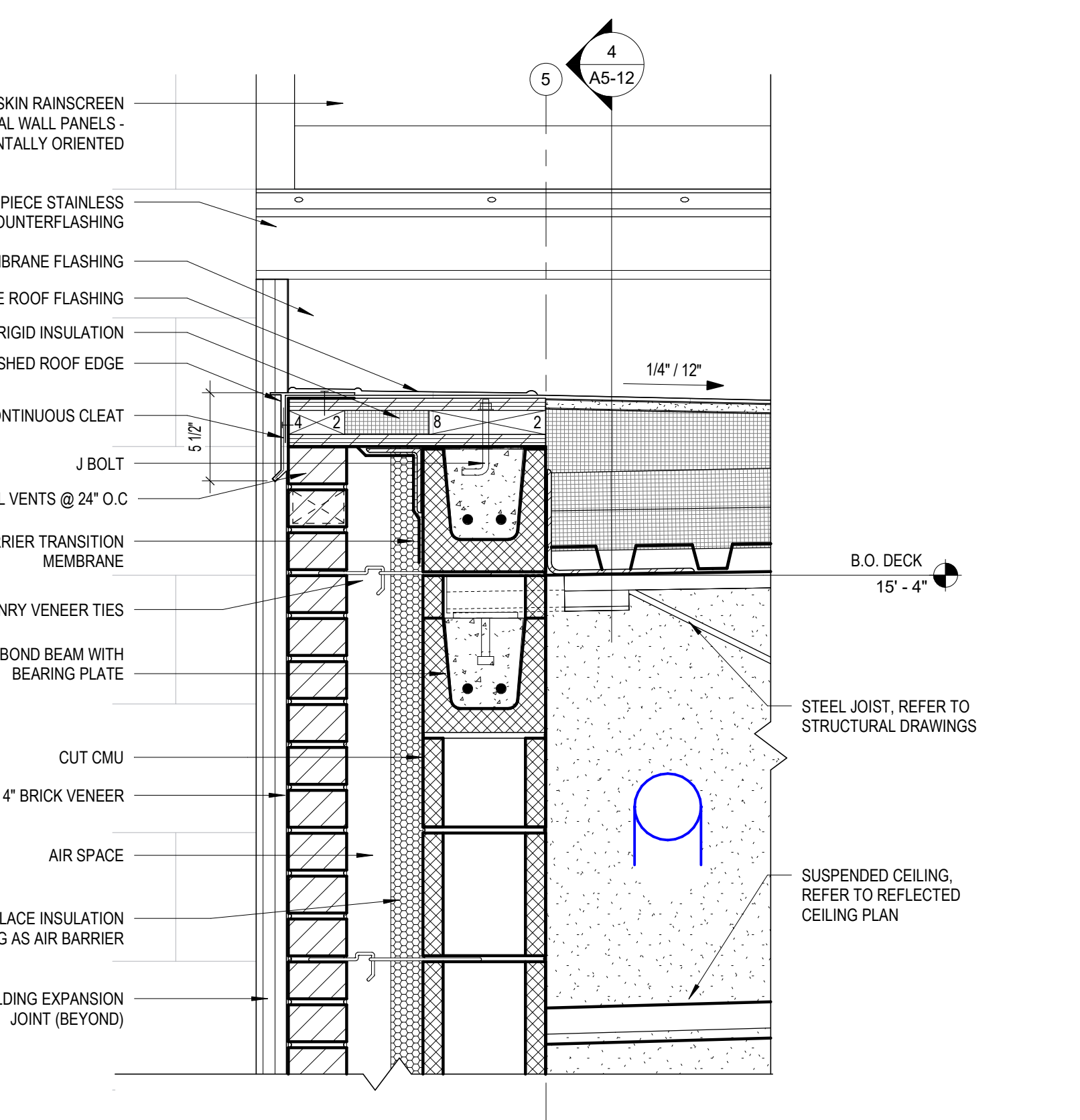
10 PARAPET DETAIL - BRICK  
A5-11 1 1/2" = 1'-0"



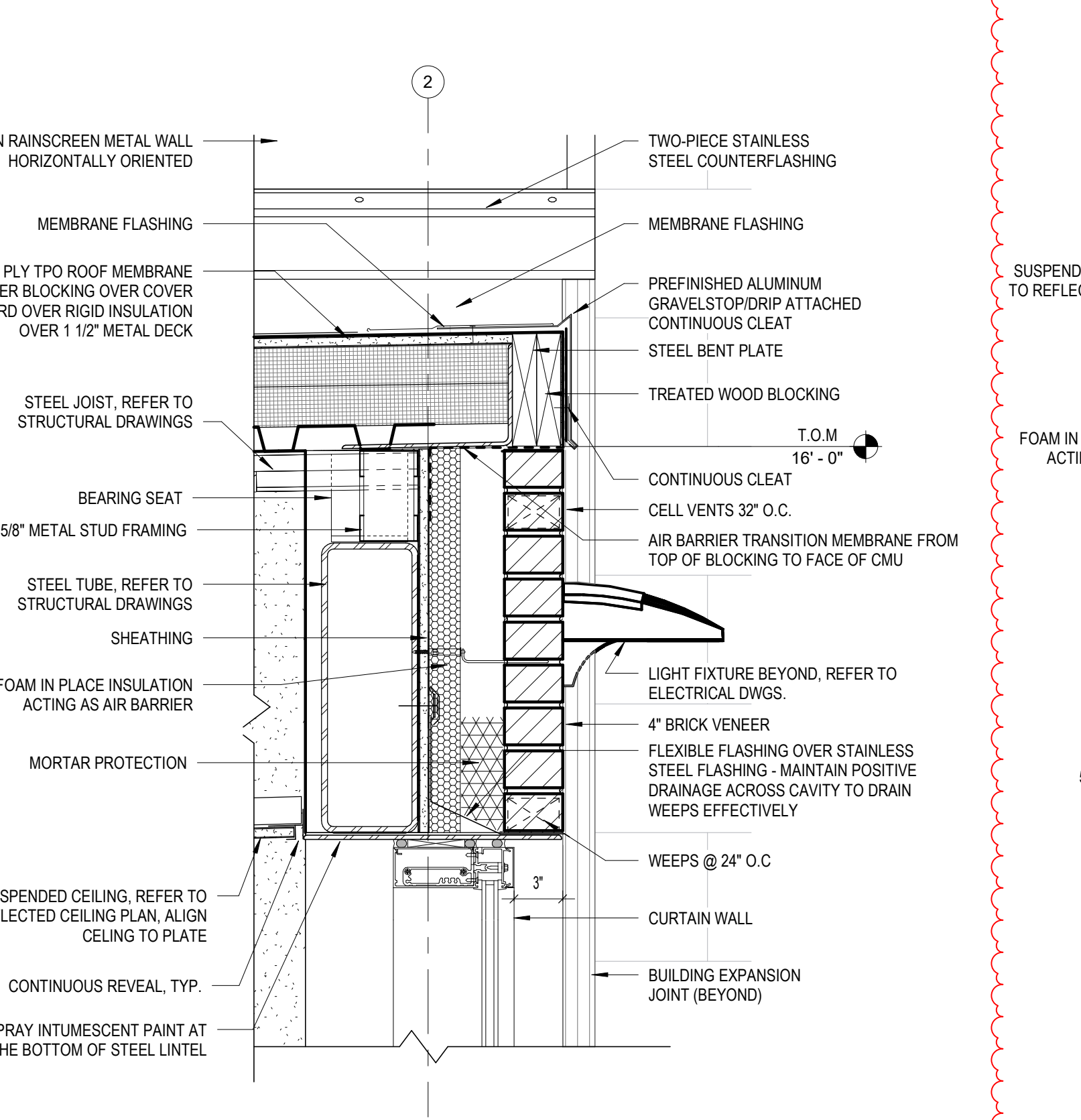
9 ROOF EDGE  
A5-11 1 1/2" = 1'-0"



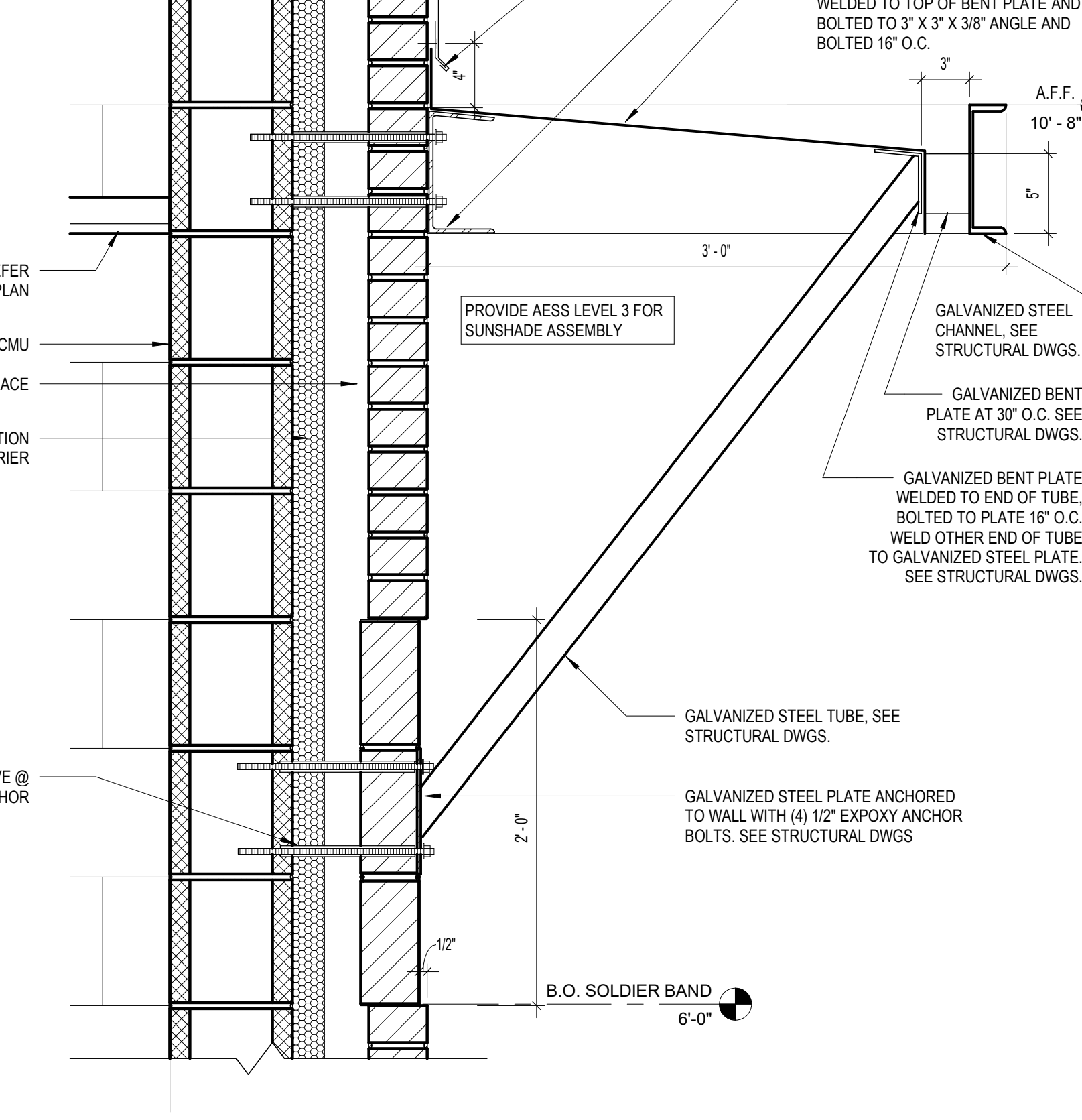
8 SOFFIT DETAIL - MASONRY VENEER  
A5-11 1 1/2" = 1'-0"



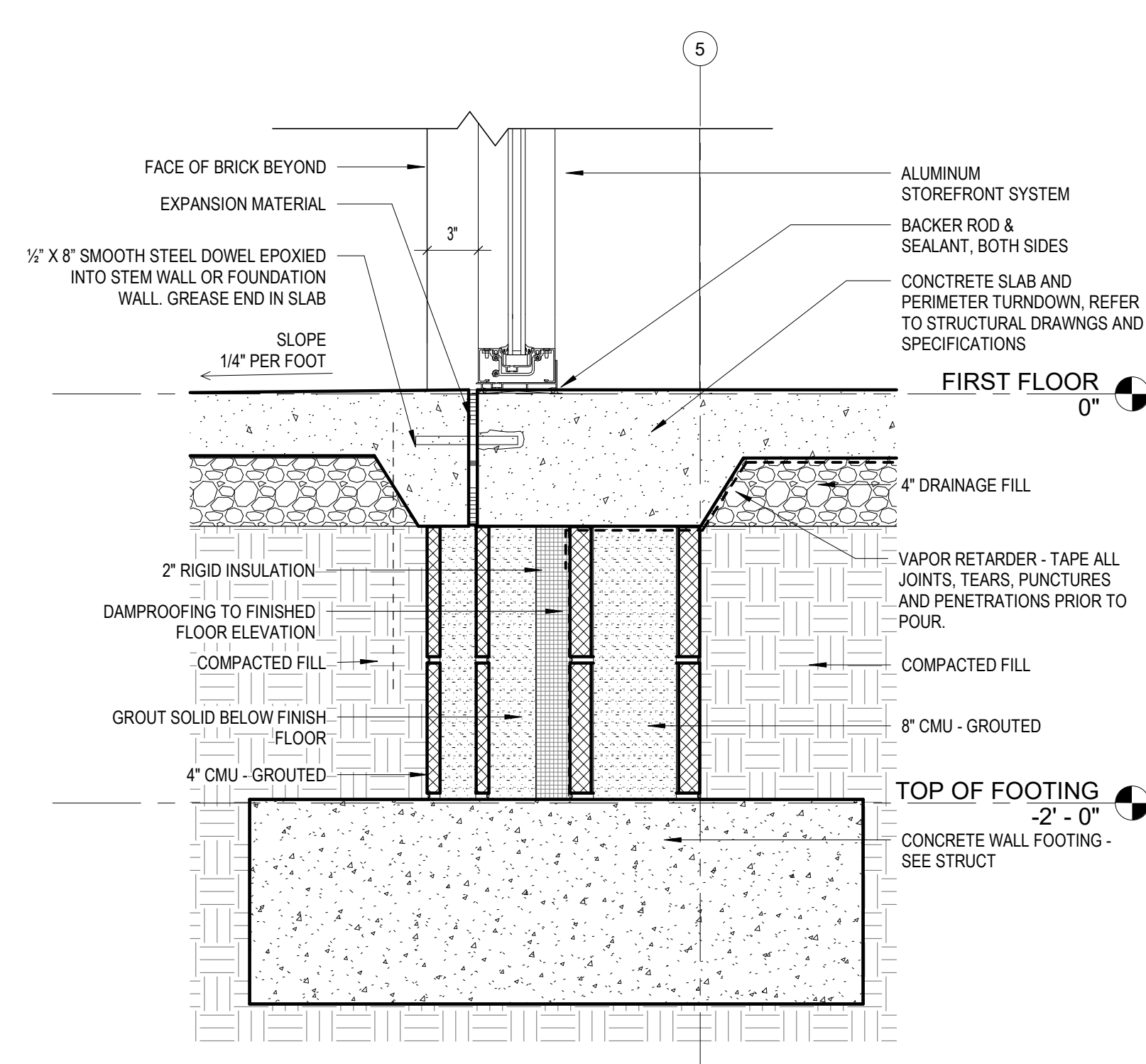
7 ROOF EDGE AT GUTTER  
A5-11 1 1/2" = 1'-0"



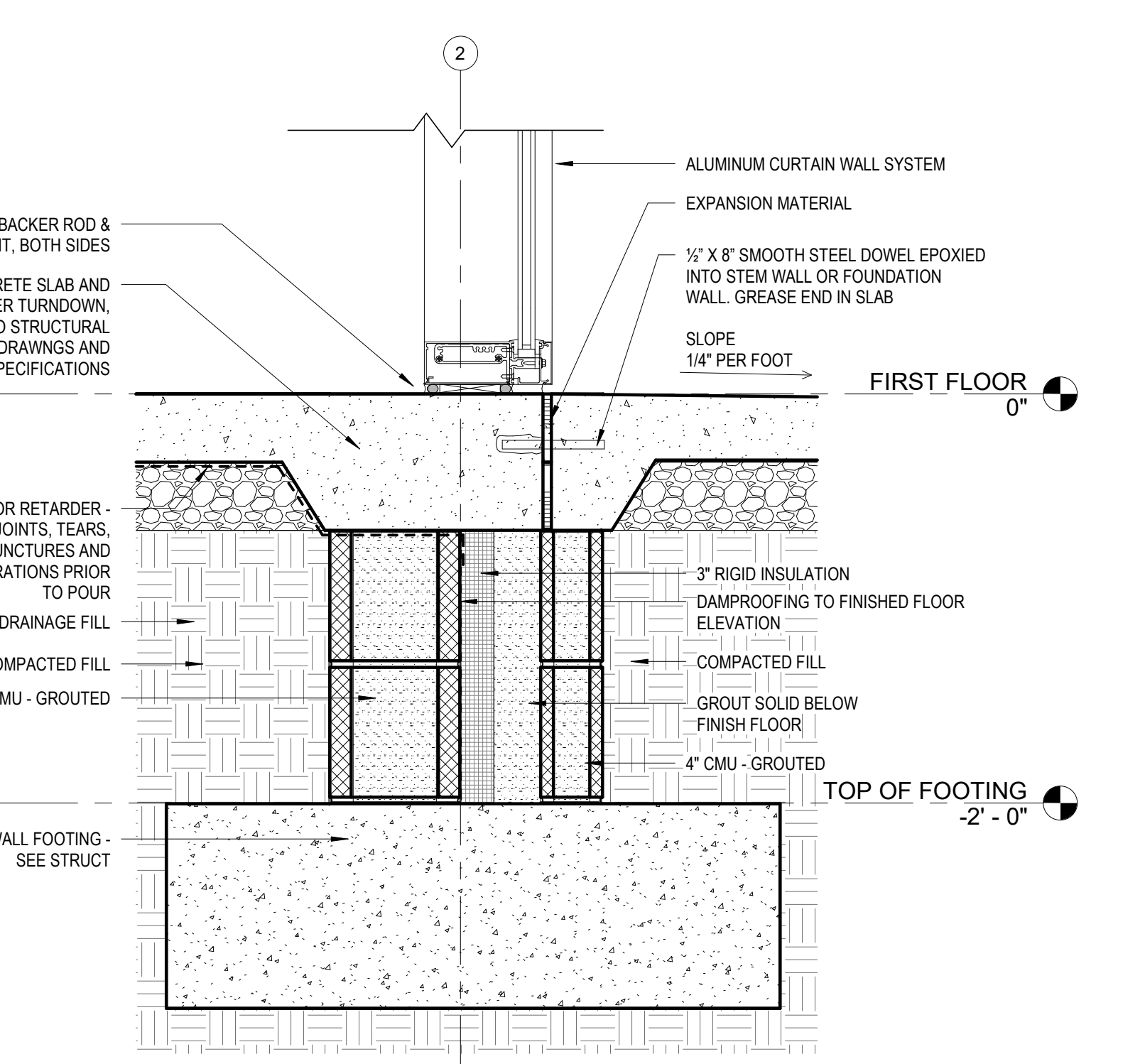
6 ROOF EDGE - CURTAIN WALL  
A5-11 1 1/2" = 1'-0"



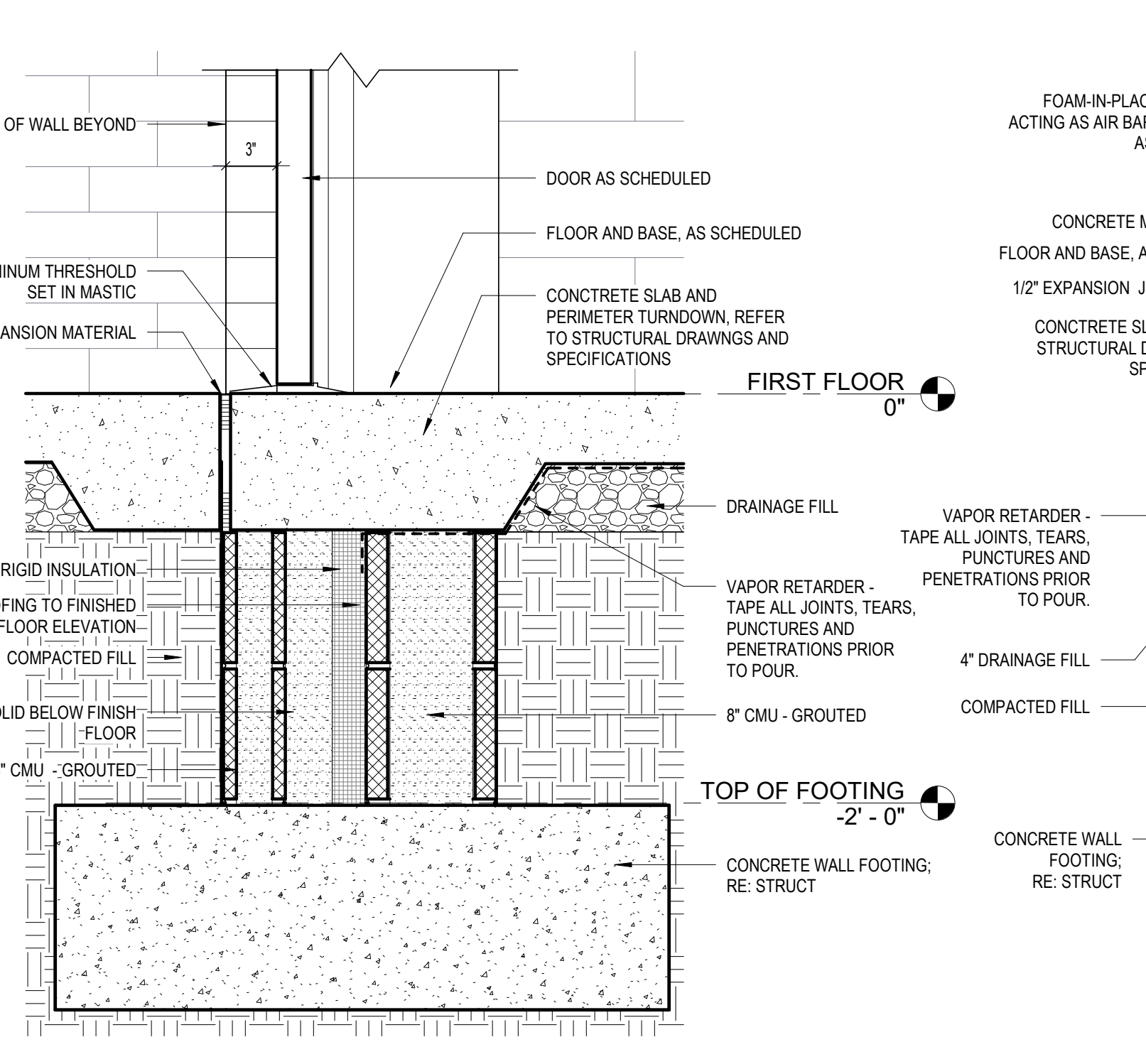
5 FABRICATED SUNSHADE DETAIL  
A5-11 1 1/2" = 1'-0"



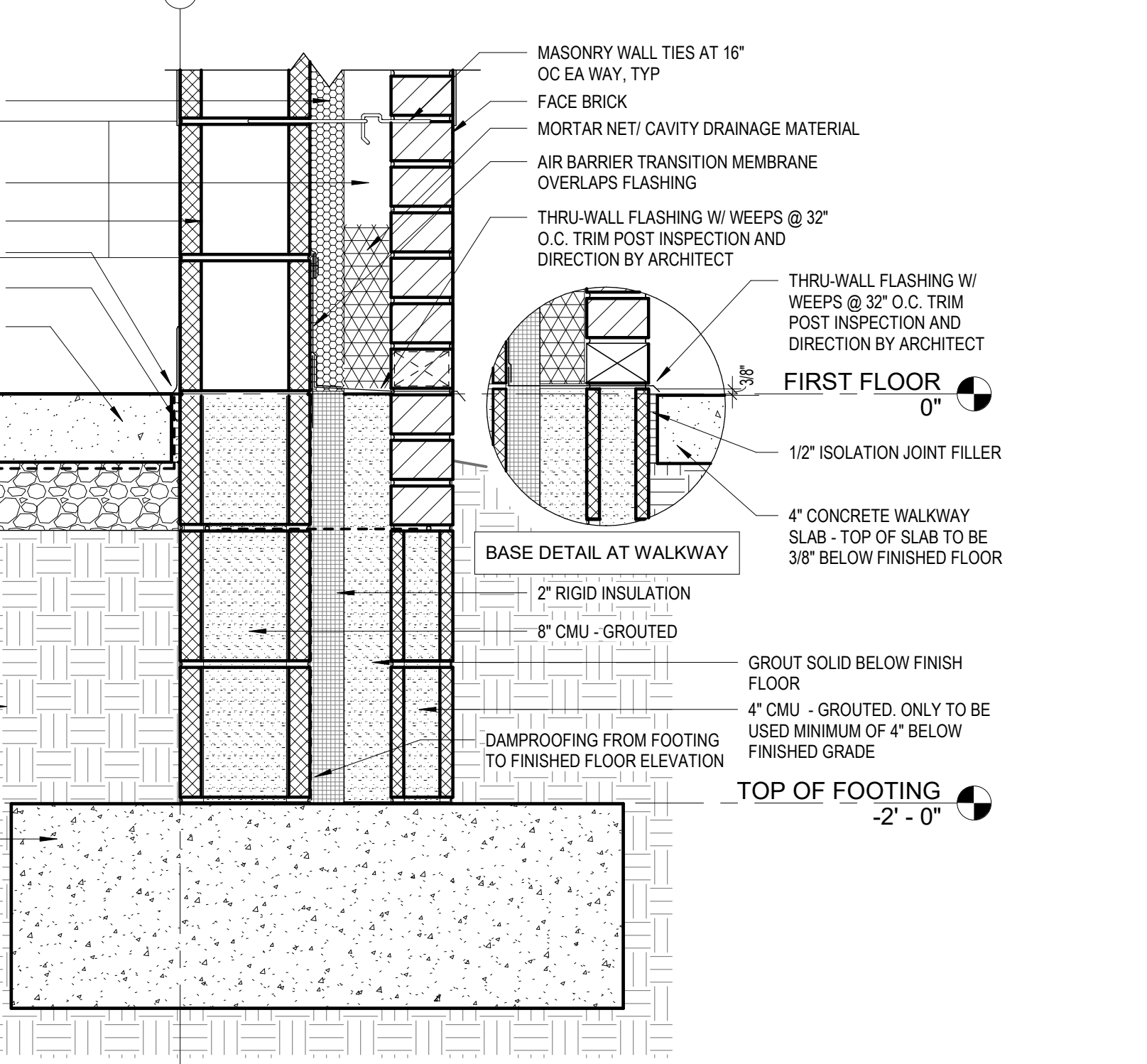
4 BASE DETAIL - STOREFRONT  
A5-11 1 1/2" = 1'-0"



3 BASE DETAIL - CURTAIN WALL  
A5-11 1 1/2" = 1'-0"



2 BASE DETAIL - EXTERIOR DOORS  
A5-11 1 1/2" = 1'-0"



1 BASE DETAIL - BRICK  
A5-11 1 1/2" = 1'-0"

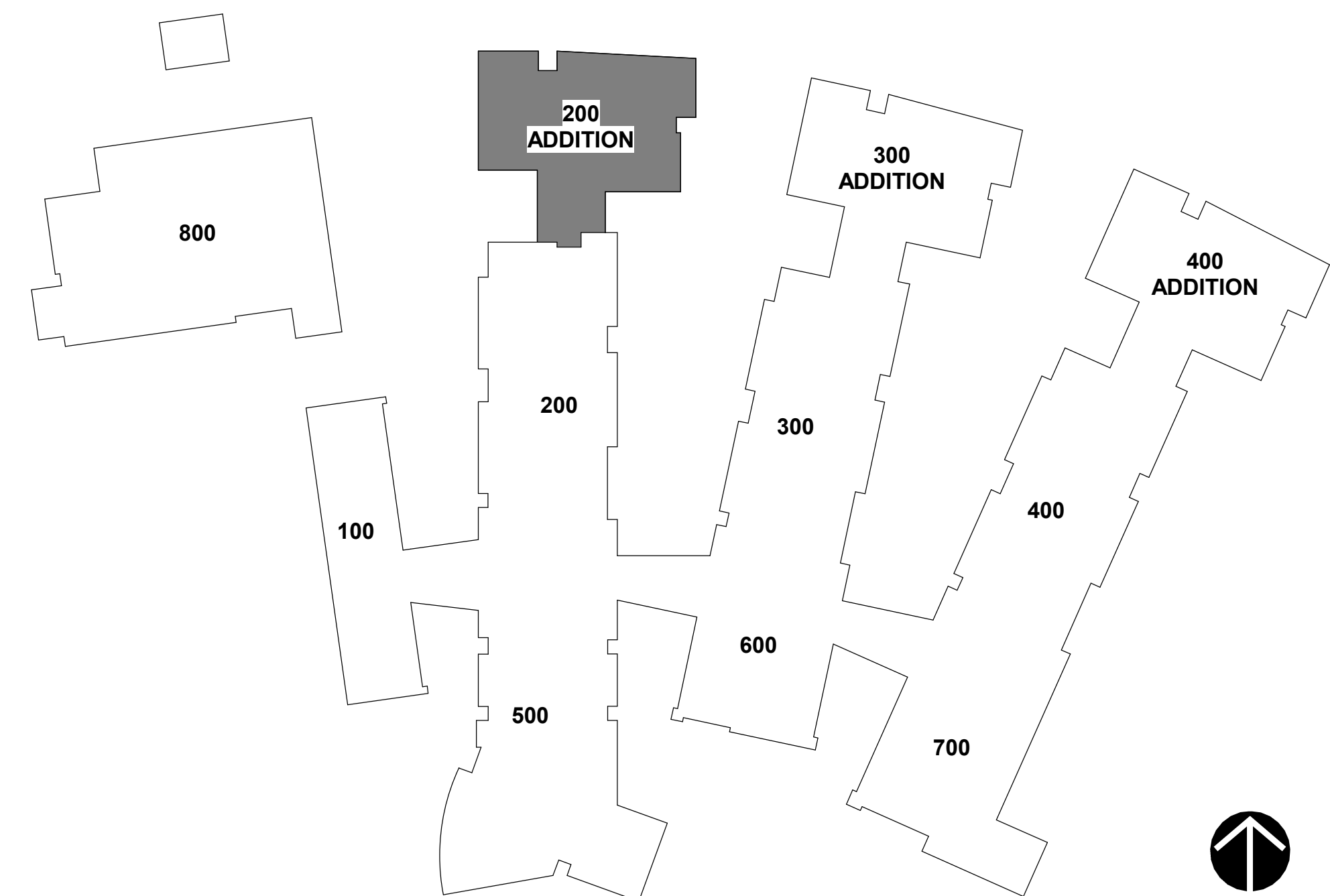
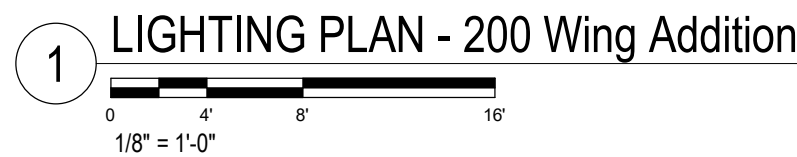


The diagram shows two cross-sections of a wall assembly. The top section is labeled 'SMOKE PARTITION' and shows a thin wall with a series of small, dark, rectangular components (likely smoke seals or gaskets) spaced along its length. The bottom section is labeled '1 HR RATED WALL' and shows a thicker wall with a similar series of small, dark, rectangular components spaced along its length.

A. REFER TO ELECTRICAL LEAD SHEET E0.00 FOR SYMBOLS, ABBREVIATIONS, AND NOTES.

B. CONDUIT/WIRE ROUTING SHOWN IS FOR INFORMATIONAL PURPOSES ONLY.

1. EMERGENCY EXIT FIXTURE - WIRE AHED OF SWITCH AND OR BAS, CONNECT TO CIRCUIT IN THAT SPACE.
2. NIGHT LIGHT/EMERGENCY FIXTURE - WIRE AHED OF SWITCH OR BAS, CONNECT TO CIRCUIT IN THAT SPACE.
3. EMERGENCY EXIT FIXTURE - WIRE FIXTURE SO THAT FIXTURE TURNS ON/OFF WITH OTHER FIXTURES, BUT MAINTAINS BATTERY CHARGE. FIXTURE SHALL ILLUMINATE UPON LOSS OF NORMAL POWER.
4. EXTERIOR EMERGENCY FIXTURE - WIRE FIXTURE SO FIXTURE TURNS ON/OFF WITH OTHER FIXTURES, BUT MAINTAINS BATTERY CHARGE. FIXTURE SHALL ILLUMINATE UPON LOSS OF NORMAL POWER.
5. COMBINATION EXIT/EMERGENCY FIXTURE - WIRE FIXTURE SO THAT BATTERY MAINTAINS CHARGE, FIXTURE SHALL ILLUMINATE UPON LOSS OF NORMAL POWER.
6. OVERRIDE LIGHTING SWITCH INTEGRATED WITH BAS. REFER TO DETAIL 416-02.



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**200 Sermons Blvd,  
Havelock, NC 28532**

	05/23/2025	ADDENDUM 1
0	DATE	DESCRIPTION

DRAWN BY: TMC  
 CHECKED BY: JTB  
 00 WING ADDITION  
 LIGHTING PLAN

24004 07 MAY 2025

E1-01

SMOKE PARTITION

1 HR RATED WALL

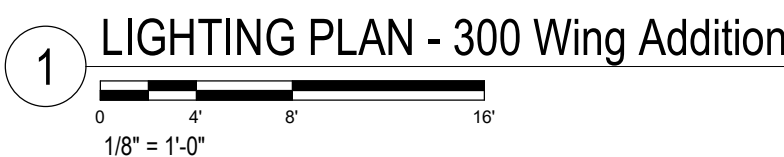
A. REFER TO ELECTRICAL LEAD SHEET E0.00 FOR SYMBOLS, ABBREVIATIONS, AND NOTES.

B. CONDUIT/WIRE ROUTING SHOWN IS FOR INFORMATIONAL PURPOSES ONLY.

1. EMERGENCY EXIT FIXTURE - WIRE AHEAD OF SWITCH AND OR BAS, CONNECT TO CIRCUIT IN THAT SPACE.
2. NIGHT LIGHT/EMERGENCY FIXTURE - WIRE AHEAD OF SWITCH OR BAS, CONNECT TO CIRCUIT IN THAT SPACE.
3. EMERGENCY FIXTURE - WIRE FIXTURE SO THAT FIXTURE TURNS ON/OFF WITH OTHER FIXTURES, BUT MAINTAINS BATTERY CHARGE. FIXTURE SHALL ILLUMINATE UPON LOSS OF NORMAL POWER.
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6. OVERRIDE LIGHTING SWITCH INTEGRATED WITH BAS. REFER TO DETAIL 4/E-02

1	05/23/2025	ADDENDUM 1
ID	DATE	DESCRIPTION

E1-02





SMOKE PARTITION

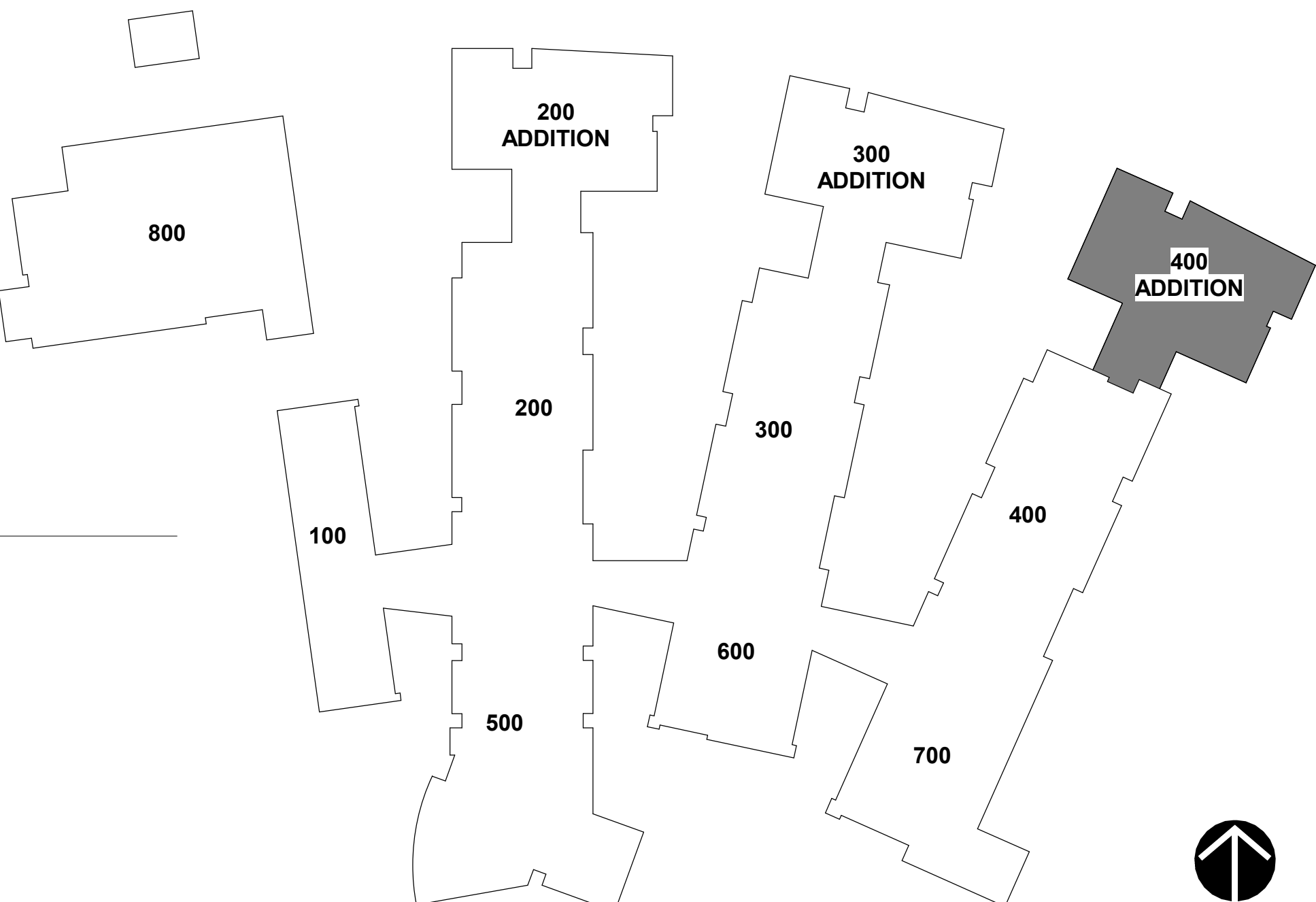
1 HR RATED WALL

SMOKE PARTITION  
1 HR RATED WALL

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3. EMERGENCY EXIT FIXTURE - WIRE FIXTURE SO THAT FIXTURE TURNS ON/OFF WITH OTHER FIXTURES, BUT MAINTAINS BATTERY CHARGE. FIXTURE SHALL ILLUMINATE UPON LOSS OF NORMAL POWER.
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5. COMBINATION EXIT/EMERGENCY FIXTURE - WIRE FIXTURE SO THAT BATTERY MAINTAINS CHARGE, FIXTURE SHALL ILLUMINATE UPON LOSS OF NORMAL POWER.
6. OVERRIDE LIGHTING SWITCH INTEGRATED WITH BAS, REFER TO DETAIL 4/E-02.



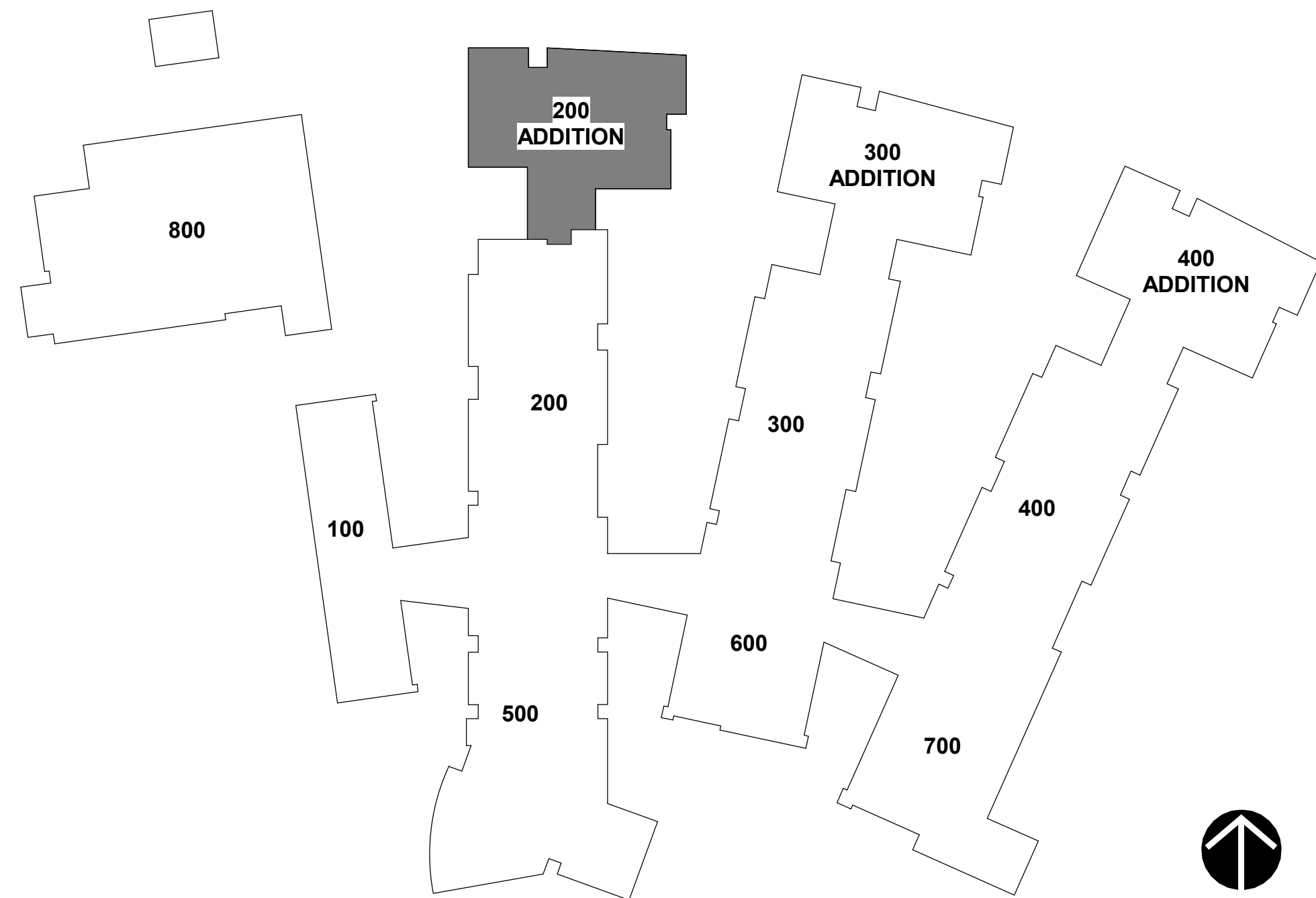
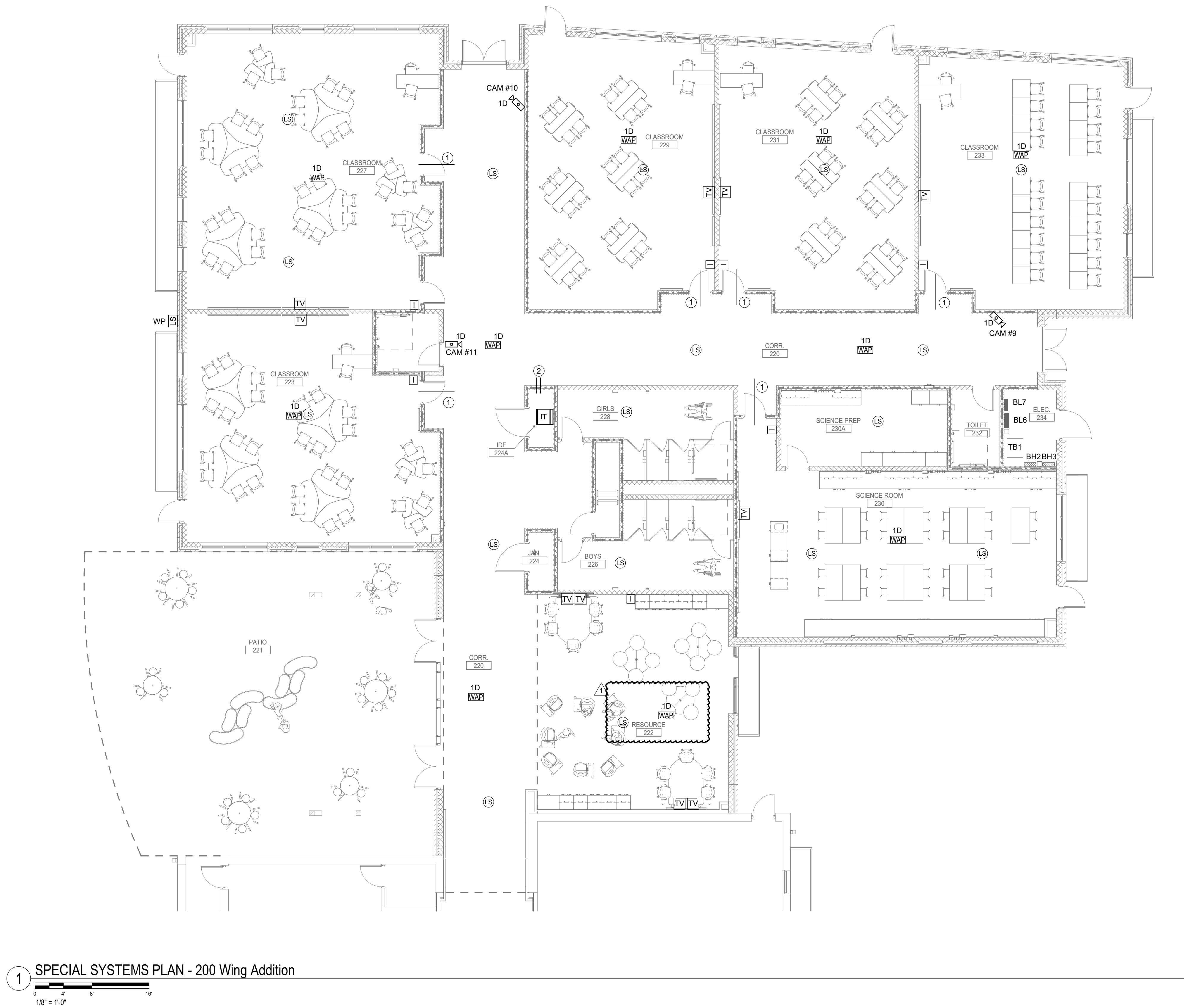
0 4' 8' 16'

$1/8" = 1'-0"$

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## WALL RATINGS LEGEND

	SMOKE PARTITION
	1 HR RATED WALL

## GENERAL NOTES:

- REFER TO ELECTRICAL LEAD SHEET E0-00 FOR SYMBOLS, ABBREVIATIONS AND NOTES.
- ALL NETWORK WIRING SHALL BE PLENUM RATED.
- ANY NETWORK WIRING SUPPORTED FROM J-HOOKS SHALL BE SUPPORTED AT MAXIMUM 36" APART.
- ALL FINAL CAMERA LOCATIONS SHALL BE COORDINATED WITH CCSS IT DEPARTMENT PRIOR TO ANY ROUGH-IN.

## KEYNOTES:

- (1)-2" CONDUIT SLEEVES WITH INSULATED BUSHINGS ON BOTH ENDS. LOCATE ABOVE ACCESSIBLE LAY-IN CEILING.
- (2)-3" CONDUIT SLEEVES WITH INSULATED BUSHINGS ON BOTH ENDS. LOCATE ABOVE ACCESSIBLE LAY-IN CEILING.

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## CRAVEN COUNTY SCHOOLS UNIFIED MIDDLE SCHOOL OF HAVELOCK ADDITION

200 Sermons Blvd,  
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1	05/23/2025	ADDENDUM 1	
ID	DATE	DESCRIPTION	

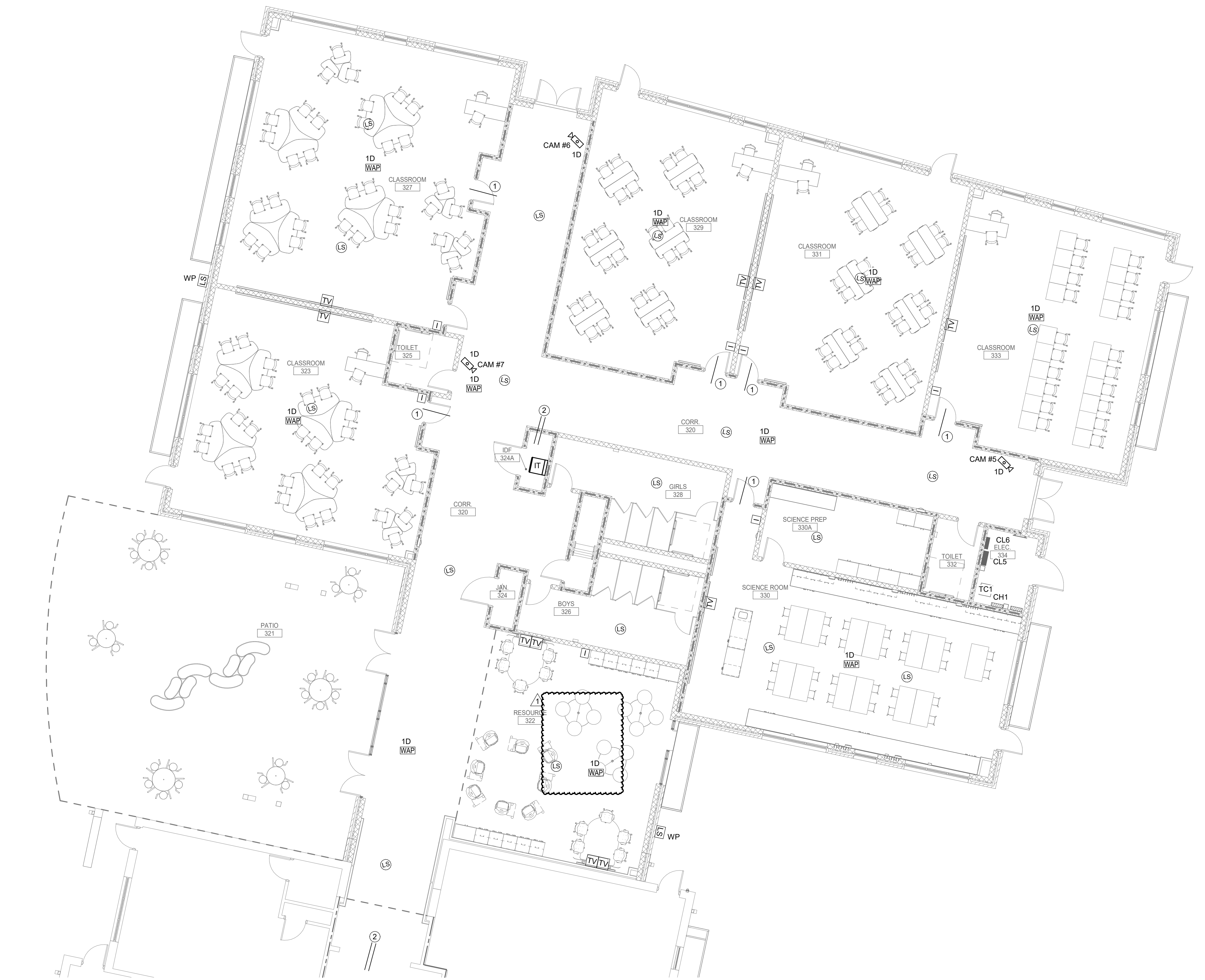
DRAWN BY: TMC  
CHECKED BY: JTB  
200 WING ADDITION  
- SPECIAL  
SYSTEMS PLAN

2024004

07 MAY 2025

E3-01

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1 SPECIAL SYSTEMS PLAN - 300 Wing Addition

0 2 4 6 8 10  
1/8" = 1'-0"

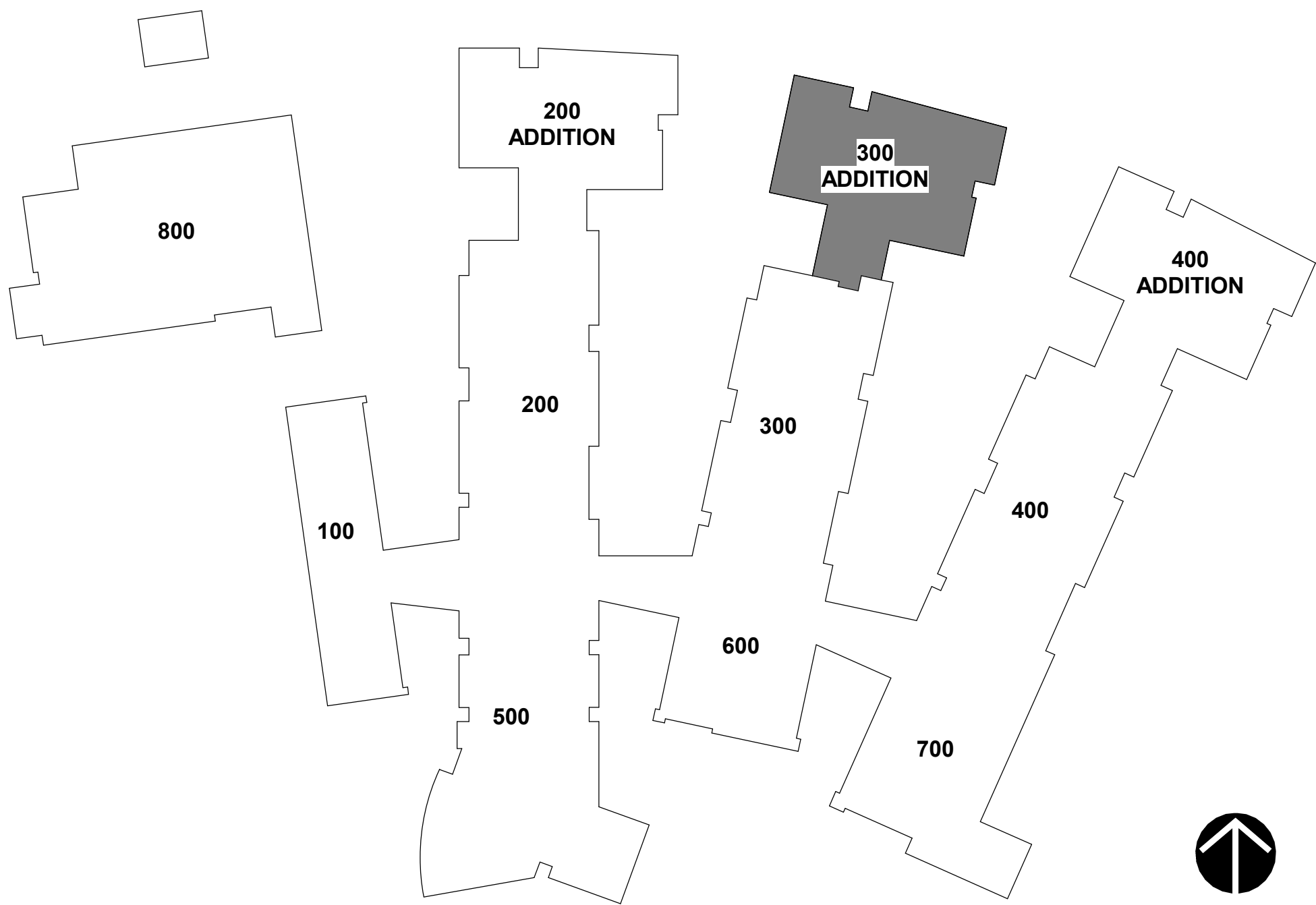
WALL RATINGS LEGEND	
	SMOKE PARTITION
	1 HR RATED WALL

GENERAL NOTES:

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- C. ANY NETWORK WIRING SUPPORTED FROM J-HOOKS SHALL BE SUPPORTED AT MAXIMUM 36" APART.
- D. ALL FINAL CAMERA LOCATIONS SHALL BE COORDINATED WITH CCSS IT DEPARTMENT PRIOR TO ANY ROUGH-IN.

KEYNOTES:

1. (1)-2" CONDUIT SLEEVE WITH INSULATED BUSHINGS ON BOTH ENDS. LOCATE ABOVE ACCESSIBLE LAY-IN CEILING.
2. (2)-3" CONDUIT SLEEVES WITH INSULATED BUSHINGS ON BOTH ENDS. LOCATE ABOVE ACCESSIBLE LAY-IN CEILING.



CRAVEN COUNTY SCHOOLS  
UNIFIED MIDDLE SCHOOL OF HAVELOCK ADDITION

200 Sermons Blvd,  
Havelock, NC 28532

1	05/23/2025	ADDENDUM 1		
ID	DATE	DESCRIPTION		

DRAWN BY: TMC  
CHECKED BY: JTB  
300 WING ADDITION  
- SPECIAL SYSTEM  
PLAN

2024004 07 MAY 2025

E3-02

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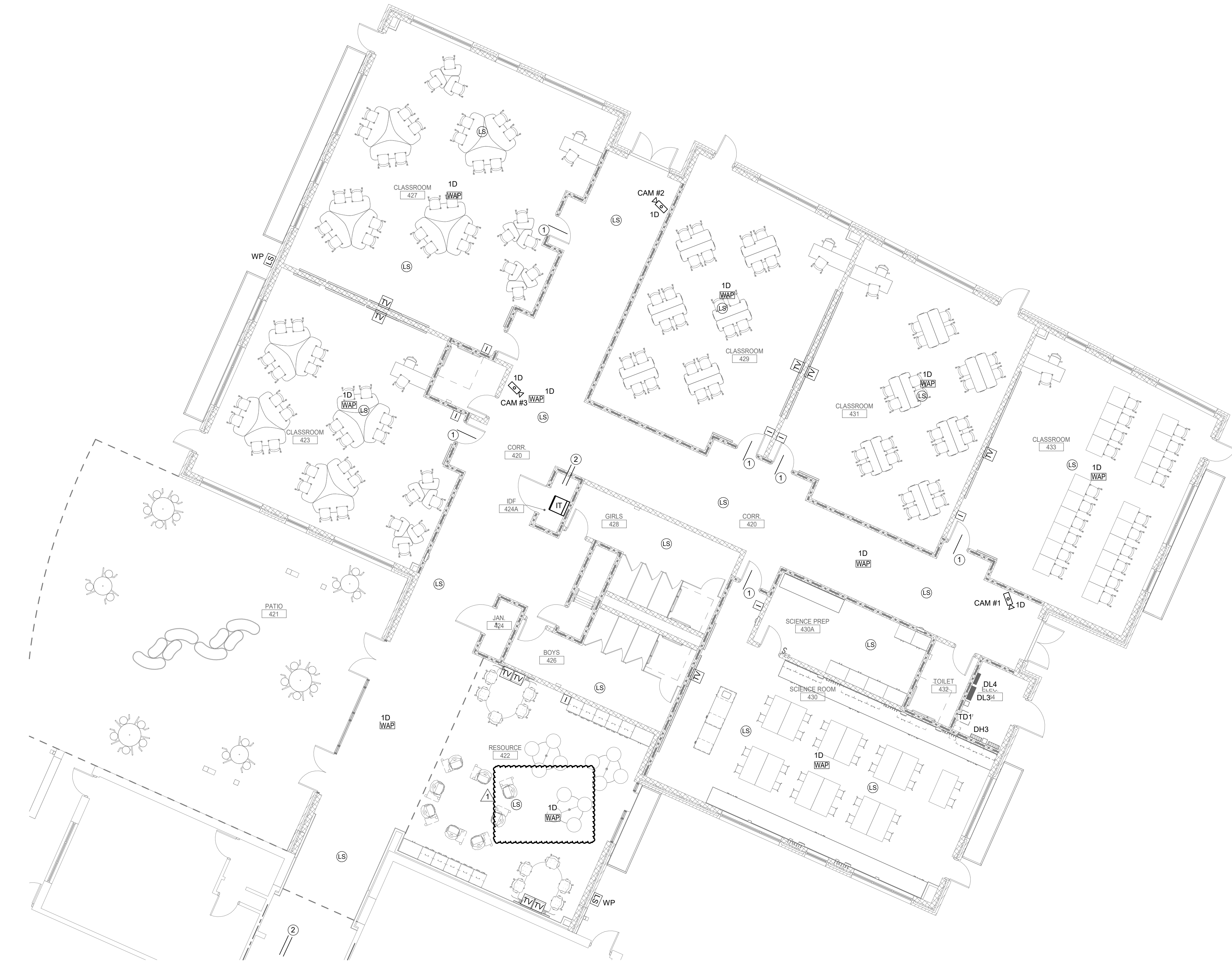
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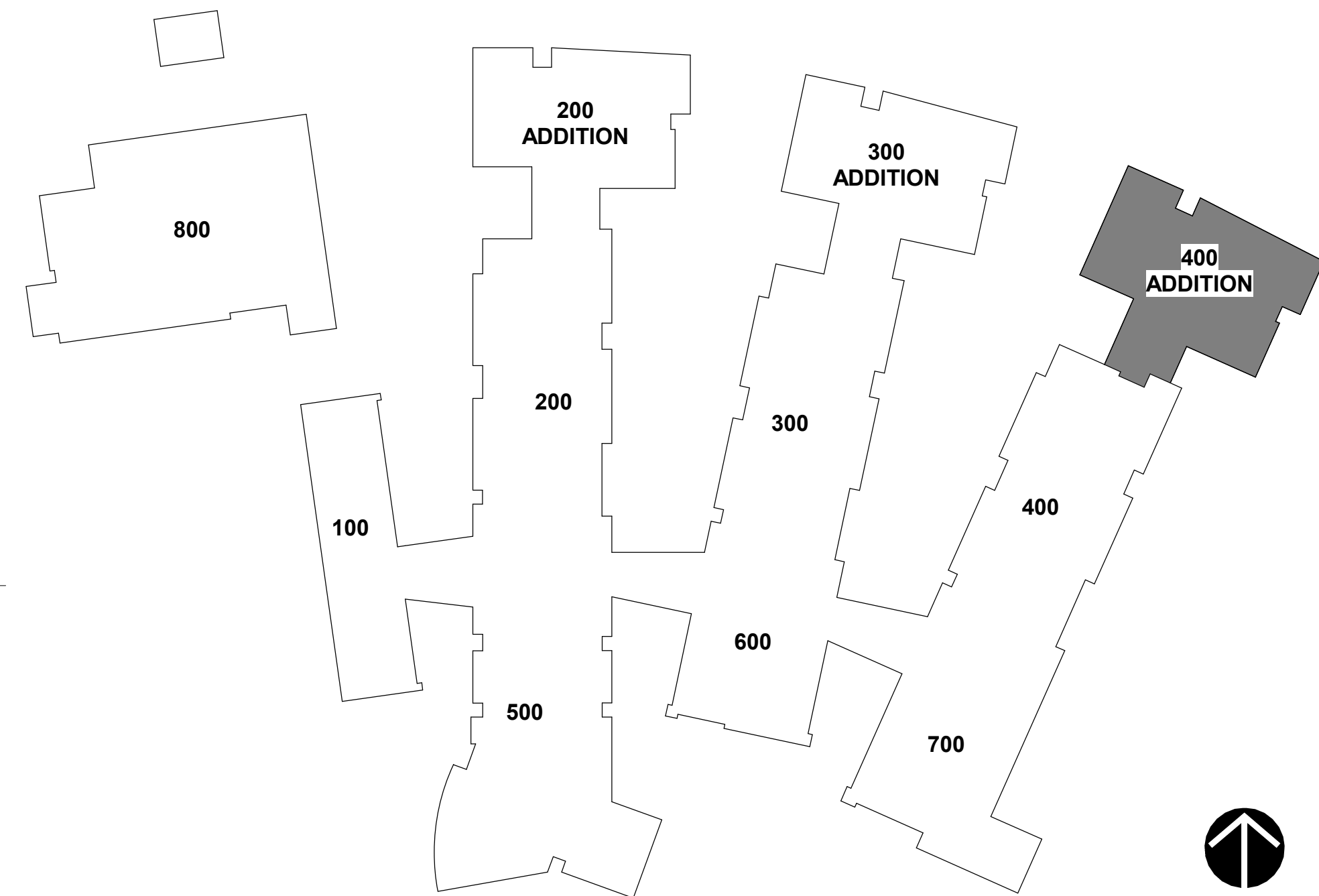
CONSTRUCTION DRAWINGS



Autodesk Docs/Tucker Creek Middle School Addition/24017 Tucker Creek MS Addition, Central MEP\_R24.rvt  
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1 SPECIAL SYSTEMS PLAN - 400 Wing Addition  
0 4 8 16  
1/8" = 1'-0"



WALL RATINGS LEGEND	
	SMOKE PARTITION
	1 HR RATED WALL

GENERAL NOTES:

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CRAVEN COUNTY SCHOOLS  
UNIFIED MIDDLE SCHOOL OF HAVELOCK ADDITION

200 Sermons Blvd,  
Havelock, NC 28532

1	05/23/2025	ADDENDUM 1			
ID	DATE	DESCRIPTION			

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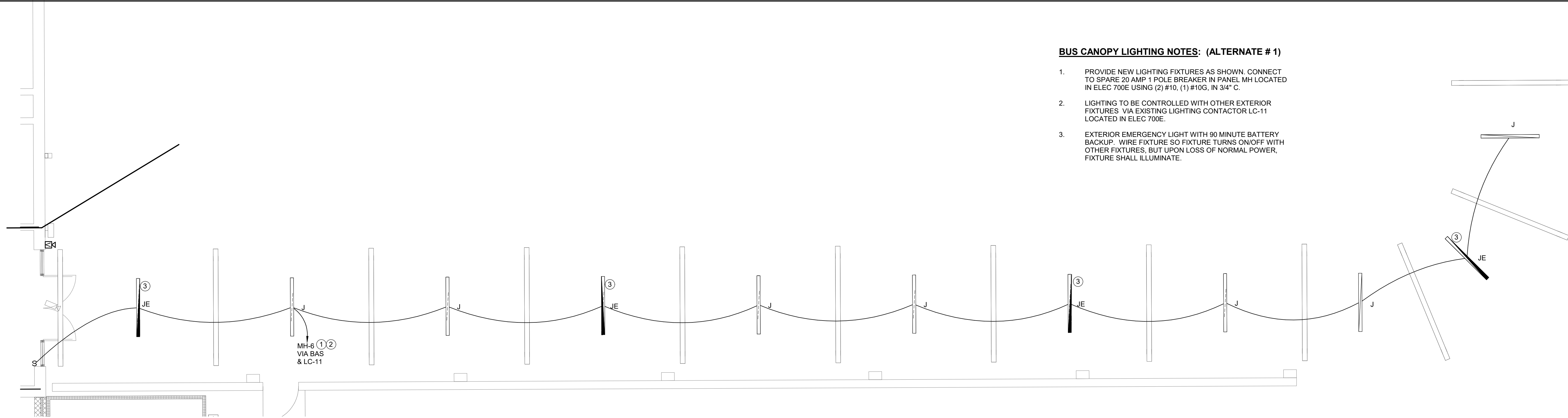
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400 WING ADDITION  
- SPECIAL  
SYSTEMS PLAN

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E3-03



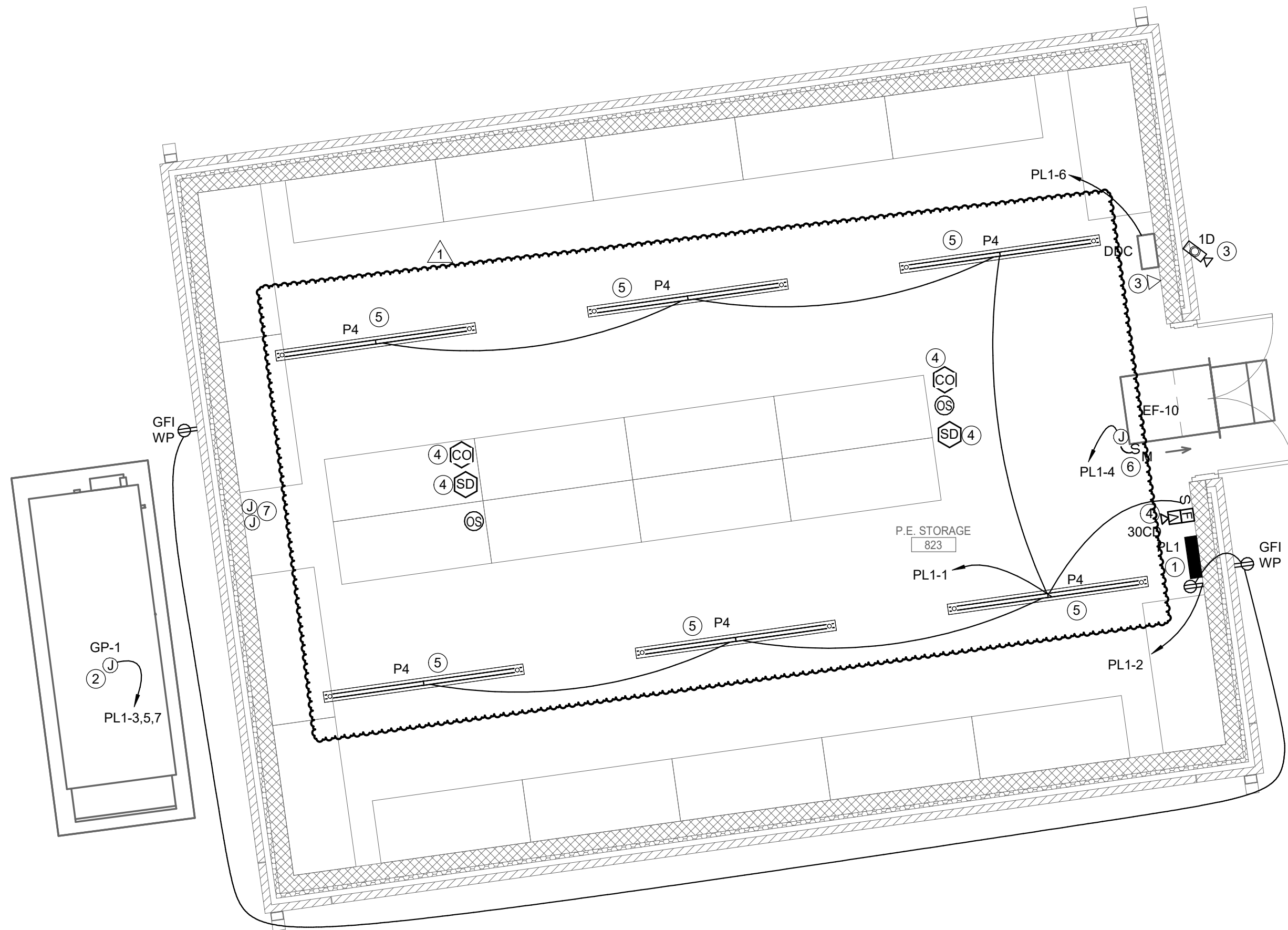


2 BUS CANOPY LIGHTING - ALTERNATE #1

3/16\"/>

BUS CANOPY LIGHTING NOTES: (ALTERNATE # 1)

1. PROVIDE NEW LIGHTING FIXTURES AS SHOWN. CONNECT TO SPARE 20 AMP 1 POLE BREAKER IN PANEL MH LOCATED IN ELEC 700E USING (2) #10, (1) #10G, IN 3/4\"/>
2. LIGHTING TO BE CONTROLLED WITH OTHER EXTERIOR FIXTURES VIA EXISTING LIGHTING CONTACTOR LC-11 LOCATED IN ELEC 700E.
3. EXTERIOR EMERGENCY LIGHT WITH 90 MINUTE BATTERY BACKUP. WIRE FIXTURE SO FIXTURE TURNS ON/OFF WITH OTHER FIXTURES, BUT UPON LOSS OF NORMAL POWER, FIXTURE SHALL ILLUMINATE.

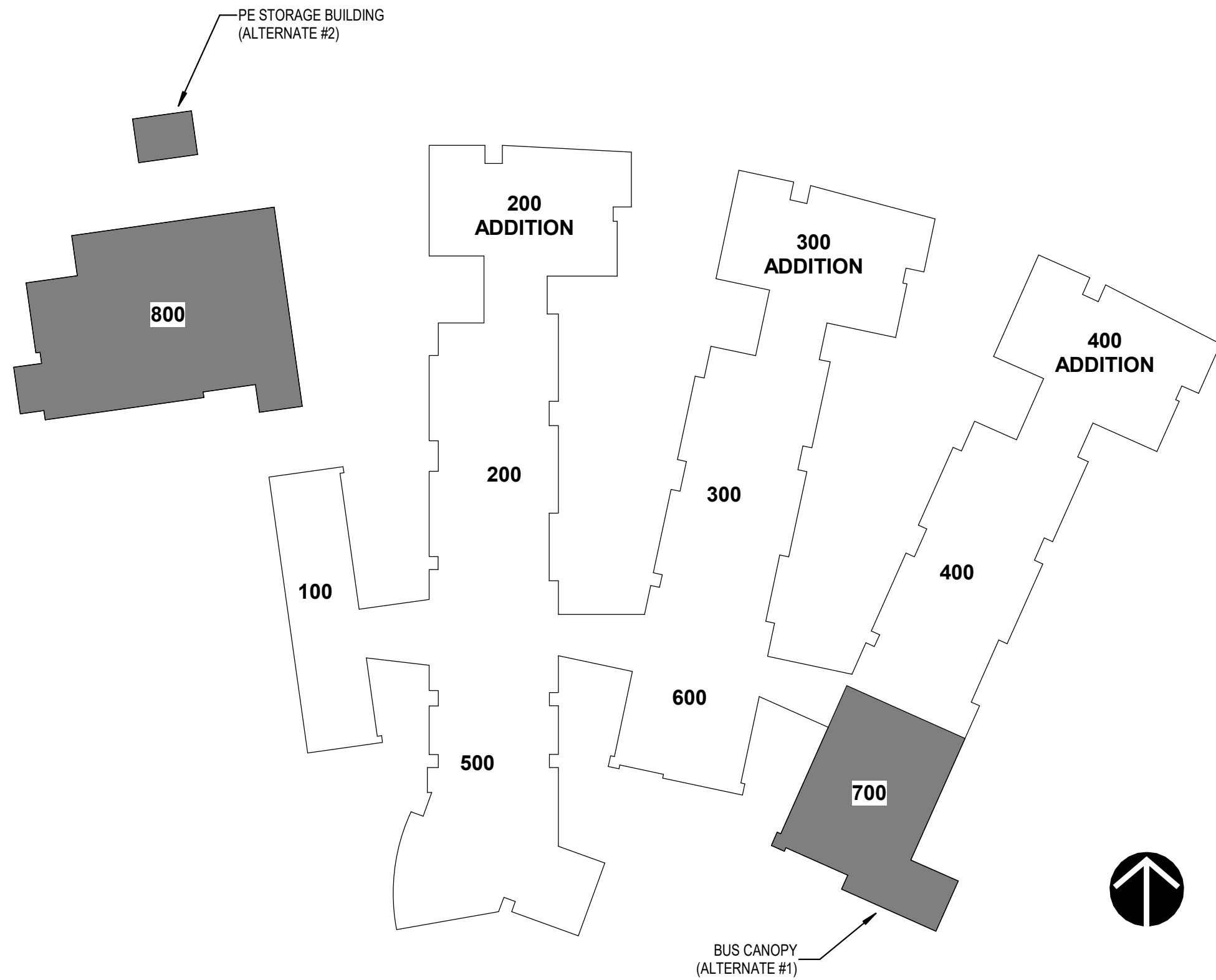


1 PE STORAGE ALT #2 - NEW WORK

1/4\"/>

P.E. STORAGE NOTES: (ALTERNATE # 2)

1. REFER TO PANEL SCHEDULE ON THIS SHEET.
2. UNIT PROVIDED WITH FACTORY INSTALLED DISCONNECT.
3. PROVIDE DATA DROP FOR SECURITY CAMERA. CONNECT TO IDF IN BUILDING 200.
4. PROVIDE FIRE ALARM DEVICES AND CONNECT TO THE NEW FIRE ALARM SYSTEM VIA UNDERGROUND EXTENSION FROM 200 WING.
5. PROVIDE WIREGUARDS ON ALL LIGHT FIXTURES.
6. 20 AMP, 120 VOLT, MOTOR RATED TOGGLE DISCONNECT SWITCH WITH JUNCTION BOX FOR EXHAUST FAN. COORDINATE EXACT LOCATION WITH MECHANICAL CONTRACTOR.
7. PROVIDE (2)-2\"/>



PANELBOARD: PL1															
LOCATION: PE STORAGE				MAIN: 120/208 Wye				PANEL RATING: 125 A				PANEL NOTES: PROVIDE DOOR WITH LOCK AND HINGED TRIM			
MOUNTING: Surface				PHASE: 3				MCB RATING: 125 A				PROVIDE COPPER GROUND AND NEUTRAL BUS			
ENCL NEMA: Type 1				WIRES: 4				FED FROM: BL6				PROVIDE FULL SIZE NEUTRAL BUS, U.O.N.			
MIN AIC: 22,000															
NOTES: ONLY PROVIDE IF ALTERNATE #4 IS APPROVED															
CKT	Comments	LOAD DESCRIPTION	WIRE SIZE	POLES	TRIP AMPS	A	B	C	TRIP AMPS	POLES	WIRE SIZE	LOAD DESCRIPTION	Comments	CKT	
1	L	LIGHTS - 823	2 #12, 1 #12G, 3/4"	1	20 A	0.36	0.54		20 A	1	2 #12, 1 #12G, 3/4"	RECEP - 823	R	2	
3							5.08	5.8				EF-10	H	4	
5	H	GP-1	3 #6, 1 #10G, 1 1/2"	3	60 A			5.08	0.6		2 #12, 1 #12G, 3/4"	DDC PANEL	H	6	
7						5.08	0		20 A	1	--	SPARE		8	
9		SPARE	--	1	20 A			0	0		20 A	1	--	SPARE	10
11		SPARE	--	1	20 A				0	0	20 A	1	--	SPARE	12
13		SPARE	--	1	20 A	0	0				20 A	1	--	SPARE	14
15		SPARE	--	1	20 A			0	--	--	--	1	--	SPARE	16
17		SPACE	--	1	--				--	--	--	1	--	SPACE	18
19		SPACE	--	1	--	--	--		--	--	--	1	--	SPACE	20
21		SPACE	--	1	--	--	--	--	--	--	--	1	--	SPACE	22
23		SPACE	--	1	--	--	--	--	--	--	--	1	--	SPACE	24
TOTAL LOAD:						5.98 kVA	10.88 kVA	5.68 kVA							
BREAKER TYPES:															
LO - INDICATES "LOCK-ON" DEVICE					ST - INDICATES SHUNT TRIP DEVICE					AFCI - INDICATES ARC FAULT PROTECTED DEVICE					
GFCI - INDICATES GROUND FAULT DEVICE					GFFE - INDICATES GROUND FAULT FOR EQUIPMENT										
Load Classification	Connected Load (VA)				Demand Factor				Estimated Demand				Panel Totals		
Receptacle	1 kVA				100.00%				1 kVA				Total Connected Load: 22.53 kVA		
Motor	0 kVA				0.00%				0 kVA				Total Connected Amps: 82.54 A		
HVAC	6 kVA				100.00%				6 kVA				Total Estimated Demand: 22.62 kVA		
Lighting	0 kVA				125.00%				0 kVA				Total Estimated Demand Amps: 62.79 A		
Equipment	0 kVA				0.00%				0 kVA						
Kitchen Equipment	0 kVA				0.00%				0 kVA						

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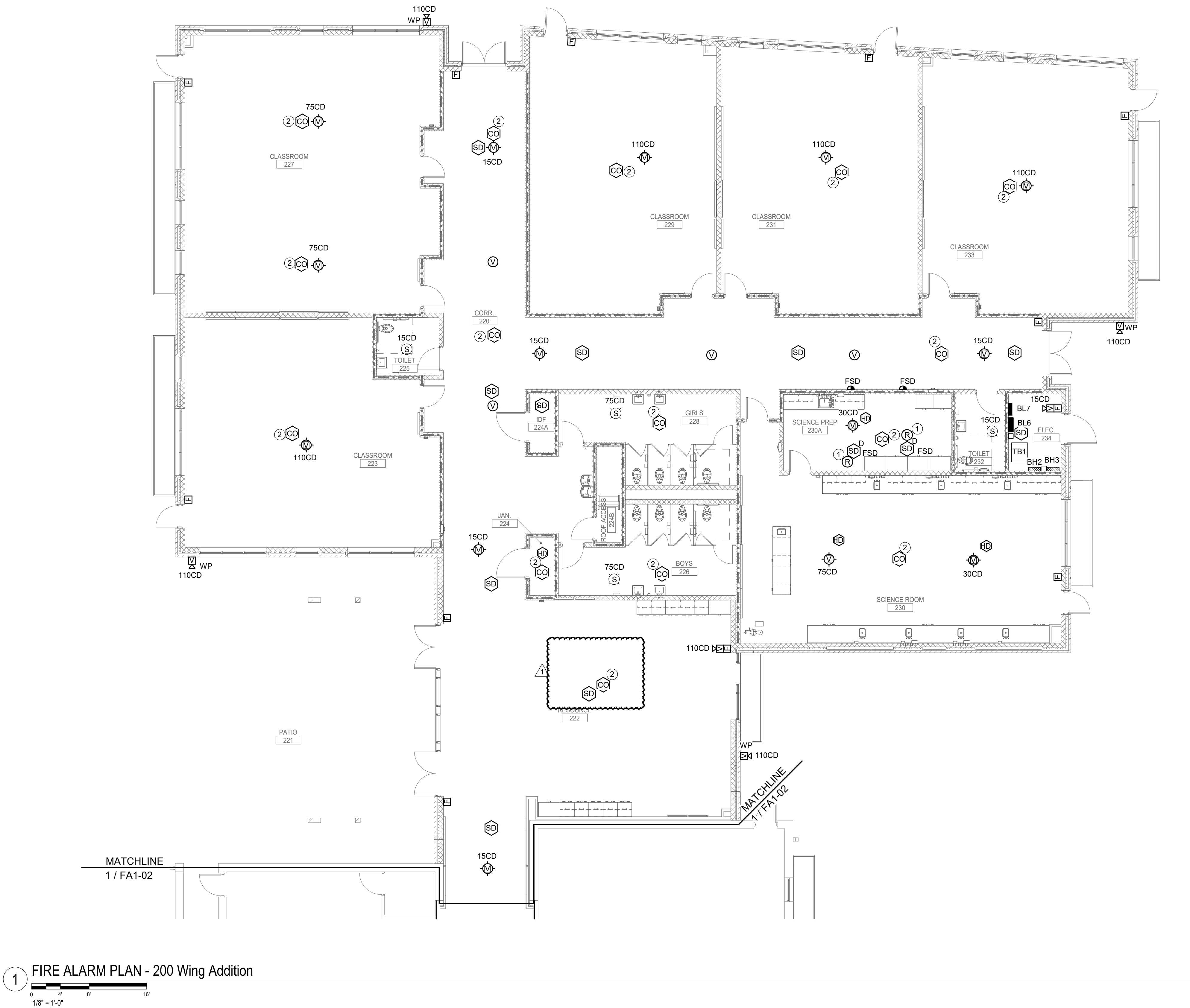
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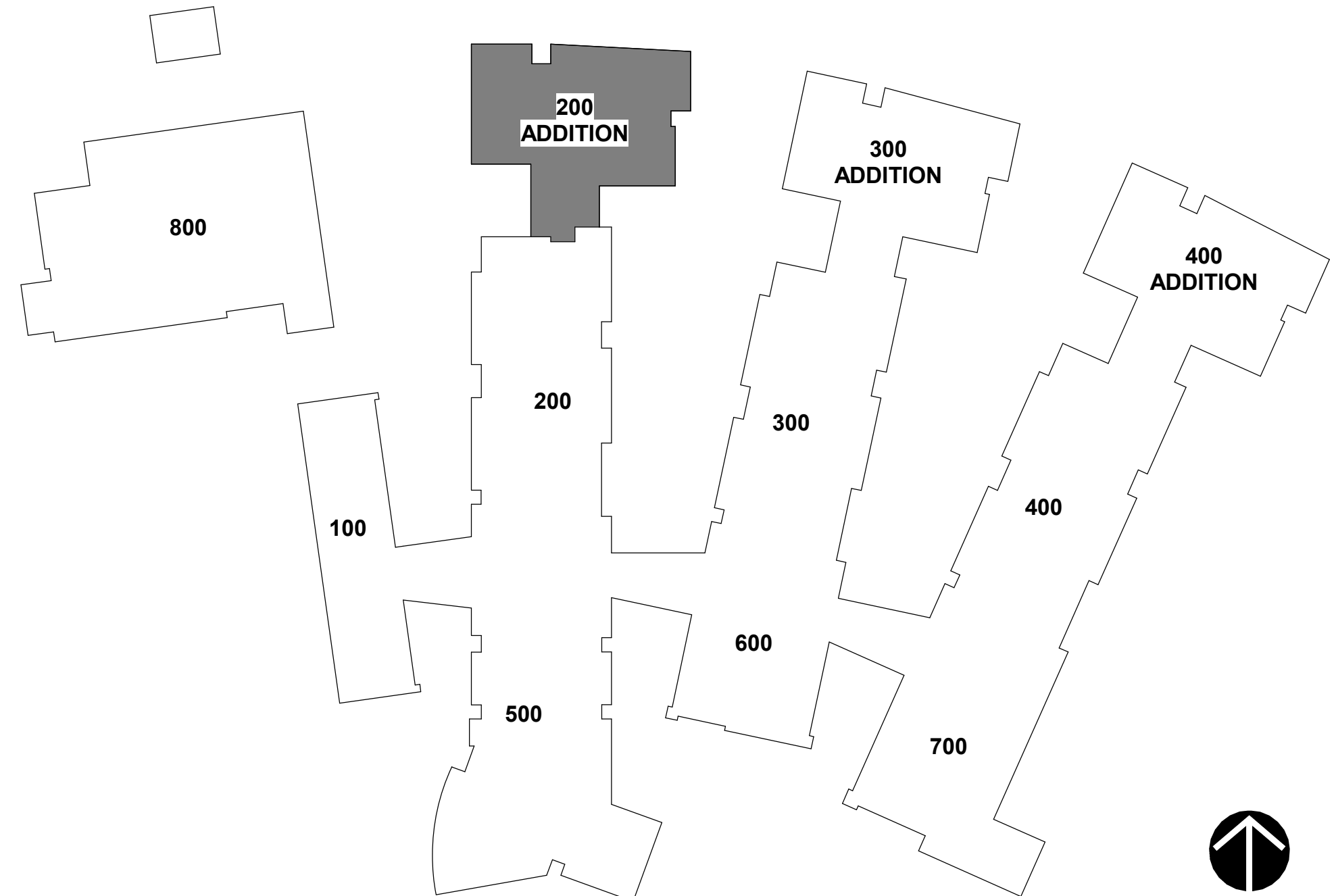
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1 FIRE ALARM PLAN - 200 Wing Addition  
1/8" = 1'-0"

WALL RATINGS LEGEND	
	SMOKE PARTITION
	1 HR RATED WALL

- GENERAL NOTES:**
- A. ALL FIRE ALARM WIRING SHALL BE IN MINIMUM 3/4" CONDUIT.
  - B. SMOKE DETECTORS LOCATED AT MAGNETIC DOOR OPENERS SHALL BE CENTERED AT DOORWAY AT NO GREATER THAN 5'-0" FROM DOOR OPENING.
  - C. LOCATIONS OF NOTIFICATION APPLIANCE CABINETS (NAC) AND AMPLIFIER CABINETS (AMP) SHALL BE COORDINATED CLOSELY FOR PROPER CLEARANCES AND ACCESSIBILITY.
  - D. ALL 120VAC POWER FOR NAC PANELS AND AMPLIFIER CABINETS SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR FROM THE NEAREST AVAILABLE 120/208 VOLT PANEL. BREAKERS FOR THOSE CIRCUITS SHALL HAVE RED BREAKER LOCKS.
  - E. NEW SAMPLING TUBES SHALL BE PROVIDED AND INSTALLED WITH THE NEW DUCT DETECTORS.
  - F. ONE COPY OF THE FIRE ALARM ZONE LAYOUT CHART SHALL BE MOUNTED UNDER GLASS (OR PLEXIGLASS) BESIDE THE FIRE ALARM PANEL (FACP) AND REMOTE FIRE ALARM PANEL (RACP).
  - G. THE ELECTRICAL CONTRACTOR SHALL VERIFY WITH THE OWNER FOR EXACT ROOM NUMBER ASSIGNMENTS PRIOR TO LABELING PANEL SCHEDULES OR PROGRAMMING FIRE ALARM SYSTEM. THIS SHALL BE VERIFIED UP FRONT WITH OWNER TO ALLEVIATE PROBLEMS OR INCONSISTENCIES LATER.
  - H. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL THE NECESSARY CONDUIT, BOXES SLEEVES, ETC. FOR A COMPLETE SYSTEM.
  - I. ALL FIRE ALARM WORK SHALL BE CLOSELY COORDINATED WITH CRAVEN COUNTY SCHOOLS (CCS) AND THE LOCAL FIRE MARSHALL (AHJ).
  - J. UNLESS OTHERWISE NOTED, ALL EXISTING ELECTRICAL PANELS ARE SHOWN FOR REFERENCE ONLY AND SHALL REMAIN (ETR).
  - K. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR PATCHING ANY HOLES IN REMAINING WAS RESULTING FROM THE REMOVAL OF ELECTRICAL DEVICES.
  - L. THE EXISTING FIRE ALARM SYSTEM SHALL REMAIN OPERATIONAL WHILE THE NEW SYSTEM IS BEING INSTALLED. AT ANY TIME THE BUILDING IS OCCUPIED THE EXISTING SYSTEM SHALL REMAIN OPERATIONAL. IF FOR ANY REASON THE EXISTING SYSTEM IS REQUIRED TO BE TAKEN OFFLINE THE CONTRACTOR SHALL NOTIFY ENGINEER/OWNER AND AHJ. IT IS RECOMMENDED TO SCHEDULE THOSE TIMES WHEN THE BUILDING IS NOT OCCUPIED.
- KEY NOTES:**
- 1. FIRE ALARM RELAY FOR FIRE/SMOKE DAMPER, UPON ACTIVATION OF FIRE ALARM SYSTEM, DAMPER SHALL CLOSE. REFER TO MECHANICAL DRAWINGS FOR LOCATIONS.
  - 2. PROVIDE CARBON MONOXIDE DETECTOR, CONNECT TO THE FIRE ALARM SYSTEM SO AS TO PROVIDE AN ALARM SIGNAL UPON ACTIVATION TO AN ON-SITE LOCATION STAFFED BY SCHOOL PERSONNEL.



CRAVEN COUNTY SCHOOLS  
UNIFIED MIDDLE SCHOOL OF HAVELOCK ADDITION

200 Sermons Blvd,  
Havelock, NC 28532


1	05/23/2025	ADDENDUM 1
ID	DATE	DESCRIPTION

DRAWN BY: TMC  
CHECKED BY: JTB

200 WING ADDITION  
- FIRE ALARM PLAN

2024004 07 MAY 2025

FA1-03

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ENGINEER  
JAMES T. BUTLER

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CONSTRUCTION DRAWINGS


SMOKE PARTICLES  
1 HR RATED WALL

- A. ALL FIRE ALARM WIRING SHALL BE IN MINIMUM 3/4" CONDUIT.
- B. SMOKE DETECTORS LOCATED AT MAGNETIC DOOR OPENERS SHALL BE CENTERED AT DOORWAY AT NO GREATER THAN 5'-0" FROM DOOR OPENING.
- C. LOCATIONS OF NOTIFICATION APPLIANCE CABINETS (NAC) AND AMPLIFIER CABINETS SHALL BE IDENTIFIED AND CLOSELY FOR PROPER CLEARANCES AND ACCESSIBILITY.
- D. ALL 120VAC POWER FOR NAC PANELS AND AMPLIFIER CABINETS SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR FROM THE NEAREST AVAILABLE 120/208 VOL. PANEL. BREAKERS FOR THOSE CIRCUITS SHALL HAVE RED BREAKER LOCKS.
- E. NEW SAMPUNG TUBES SHALL BE PROVIDED AND INSTALLED WITH THE NEW DETECTOR DETECTORS.
- F. ONE COPY OF THE FIRE ALARM ZONE LAYOUT CHART SHALL BE MOUNTED UNDER GLASS (OR PLEXIGLASS) BESIDE THE FIRE ALARM PANEL (FACP) AND REMOTE FIRE ALARM PANEL (RACP).
- G. THE ELECTRICAL CONTRACTOR SHALL VERIFY WITH THE OWNER FOR EXACT ZONE NUMBER ASSIGNMENT PRIOR TO LABELING PANEL SCHEDULES OR PROGRAMMING FIRE ALARM SYSTEM. THIS SHALL BE VERIFIED UP FRONT WITH OWNER TO AVOID PROBLEMS OR INCONSISTENCIES LATER.
- H. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL THE NECESSARY CONDUIT, BOXES, SLEEVES, ETC. FOR A COMPLETE SYSTEM.
- I. ALL FIRE ALARM WORK SHALL BE CLOSELY COORDINATED WITH GRAVEN COUNTY SCHOOLS (CCS) AND THE LOCAL FIRE DEPARTMENT (AHD).
- J. UNLESS OTHERWISE NOTED, ALL EXISTING ELECTRICAL PANELS ARE SHOWN FOR REFERENCE ONLY AND SHALL REMAIN (ETR).
- K. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR PATCHING ANY HOLES IN REMAINING WAS RESULTIN FROM THE REMOVAL OF ELECTRICAL DEVICES.
- L. THE EXISTING FIRE ALARM SYSTEM SHALL REMAIN OPERATIONAL WHILE THE NEW SYSTEM IS BEING INSTALLED. AT ANY TIME THE BUILDING IS OCCUPIED THE EXISTING SYSTEM SHALL REMAIN OPERATIONAL. IF FOR ANY REASON THE EXISTING SYSTEM IS REQUIRED TO BE TAKEN OFFLINE THE CONTRACTOR SHALL NOTIFY ENGINEER/OWNER AND AHD. IT IS RECOMMENDED TO SCHEDULE THOSE TIMES WHEN THE BUILDING IS NOT OCCUPIED.

1. FIRE ALARM RELAY FOR FIRE/SMOKE DAMPER. UPON ACTIVATION OF FIRE ALARM SYSTEM, DAMPER SHALL CLOSE. REFER TO MECHANICAL DRAWINGS FOR LOCATIONS.
2. PROVIDE CARBON MONOXIDE DETECTOR. CONNECT TO THE FIRE ALARM SYSTEM SO AS TO PROVIDE AN ALARM SIGNAL UPON ACTIVATION TO AN ON-SITE LOCATION STAFFED BY SCHOOL PERSONNEL



1 FIRE ALARM PLAN -

0 4' 8' 16'

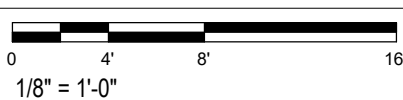
1/8" = 1'-0"



Altodesk Docs\\Tucker Creek Middle School Addition\\24017 Tucker Creek MS Addition\_Central MEP\_024.rvt  
05/22/2025 1:41:17 AM



1 FIRE ALARM PLAN - 400 Wing Addition



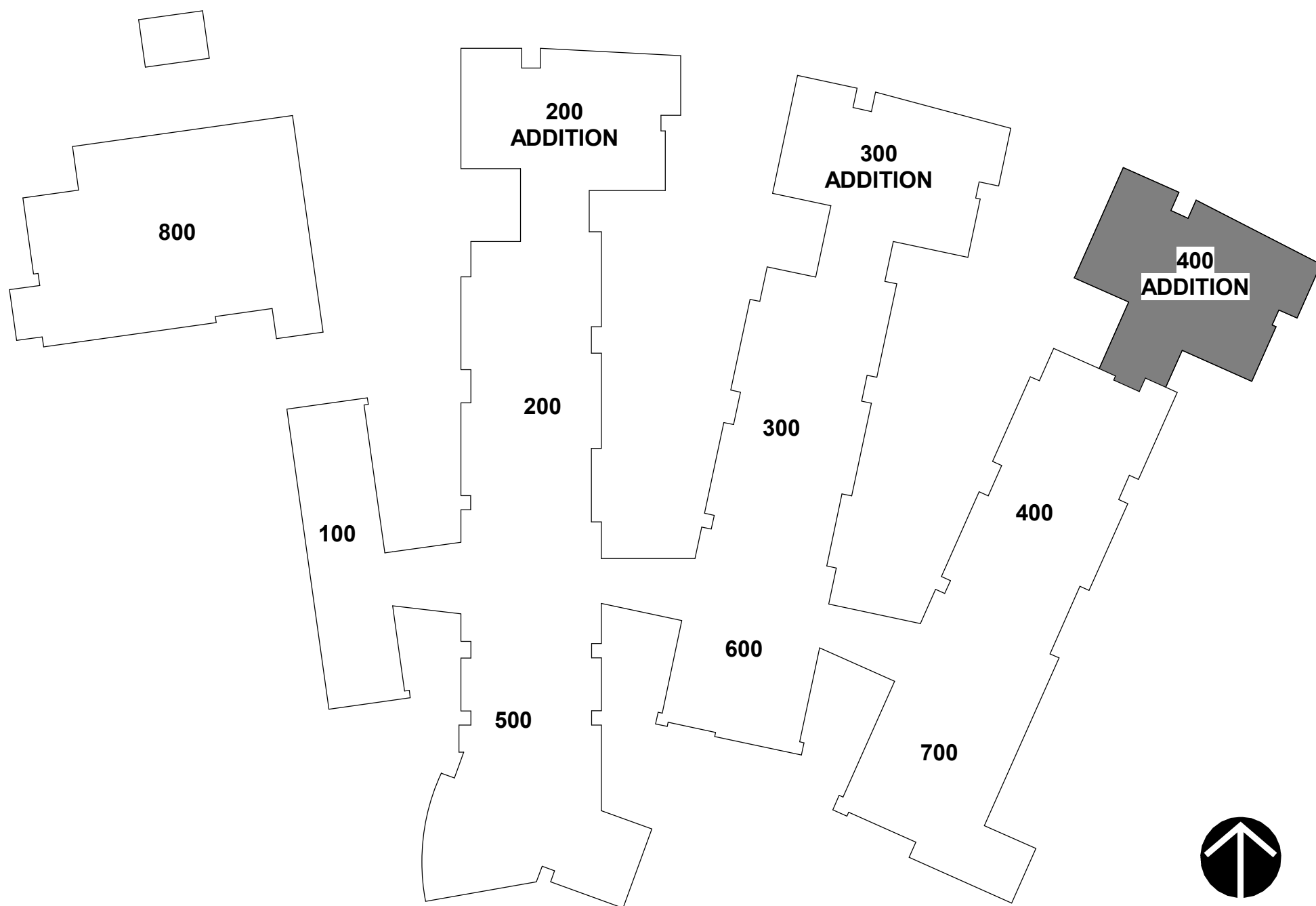
WALL RATINGS LEGEND	
	SMOKE PARTITION
	1 HR RATED WALL

GENERAL NOTES:

- ALL FIRE ALARM WIRING SHALL BE IN MINIMUM 3/4" CONDUIT.
- SMOKE DETECTORS LOCATED AT MAGNETIC DOOR OPENERS SHALL BE CENTERED AT DOORWAY AT NO GREATER THAN 5'-0" FROM DOOR OPENING.
- LOCATIONS OF NOTIFICATION APPLIANCE CABINETS (NAC) AND AMPLIFIER CABINETS (AMP) SHALL BE COORDINATED CLOSELY FOR PROPER CLEARANCES AND ACCESSIBILITY.
- ALL 120VAC POWER FOR NAC PANELS AND AMPLIFIER CABINETS SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR FROM THE NEAREST AVAILABLE 120/208 VOLT PANEL. BREAKERS FOR THOSE CIRCUITS SHALL HAVE RED BREAKER LOCKS.
- NEW SAMPLING TUBES SHALL BE PROVIDED AND INSTALLED WITH THE NEW DUCT DETECTORS.
- ONE COPY OF THE FIRE ALARM ZONE LAYOUT CHART SHALL BE MOUNTED UNDER GLASS (OR PLEXIGLASS) BESIDE THE FIRE ALARM PANEL (FACP) AND REMOTE FIRE ALARM PANEL (RACP).
- THE ELECTRICAL CONTRACTOR SHALL VERIFY WITH THE OWNER FOR EXACT ROOM NUMBER ASSIGNMENTS PRIOR TO LABELING PANEL SCHEDULES OR PROGRAMMING FIRE ALARM SYSTEM. THIS SHALL BE VERIFIED UP FRONT WITH OWNER TO ALLEVIATE PROBLEMS OR INCONSISTENCIES LATER.
- ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL THE NECESSARY CONDUIT, BOXES, SLEEVES, ETC. FOR A COMPLETE SYSTEM.
- ALL FIRE ALARM WORK SHALL BE CLOSELY COORDINATED WITH CRAVEN COUNTY SCHOOLS (CCS) AND THE LOCAL FIRE MARSHALL (AHJ).
- UNLESS OTHERWISE NOTED, ALL EXISTING ELECTRICAL PANELS ARE SHOWN FOR REFERENCE ONLY AND SHALL REMAIN (ETR).
- THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR PATCHING ANY HOLES IN REMAINING WAS RESULTING FROM THE REMOVAL OF ELECTRICAL DEVICES.
- THE EXISTING FIRE ALARM SYSTEM SHALL REMAIN OPERATIONAL WHILE THE NEW SYSTEM IS BEING INSTALLED. AT ANY TIME THE BUILDING IS OCCUPIED THE EXISTING SYSTEM SHALL REMAIN OPERATIONAL. IF FOR ANY REASON THE EXISTING SYSTEM IS REQUIRED TO BE TAKEN OFFLINE THE CONTRACTOR SHALL NOTIFY ENGINEER/OWNER AND AHJ. IT IS RECOMMENDED TO SCHEDULE THOSE TIMES WHEN THE BUILDING IS NOT OCCUPIED.

KEY NOTES:

- FIRE ALARM RELAY FOR FIRE/SMOKE DAMPER. UPON ACTIVATION OF FIRE ALARM SYSTEM, DAMPER SHALL CLOSE. REFER TO MECHANICAL DRAWINGS FOR LOCATIONS.
- PROVIDE CARBON MONOXIDE DETECTOR. CONNECT TO THE FIRE ALARM SYSTEM SO AS TO PROVIDE AN ALARM SIGNAL UPON ACTIVATION TO AN ON-SITE LOCATION STAFFED BY SCHOOL PERSONNEL.



CRAVEN COUNTY SCHOOLS  
UNIFIED MIDDLE SCHOOL OF HAVELOCK ADDITION

200 Sermons Blvd,  
Havelock, NC 28532

ID	DATE	DESCRIPTION
1	05/23/2025	ADDENDUM 1

DRAWN BY: TMC  
CHECKED BY: JTB  
400 WING ADDITION  
- FIRE ALARM PLAN

2024004 07 MAY 2025

FA1-07

smith  
sinnett  
ARCHITECTURE

T 919 781 8582  
F 919 781 3879  
4600 Lake Boone Trail  
Suite 205  
Raleigh, NC 27607  
info@smithsinnett.com

pdc

Progressive Design Collaborative, Ltd.  
5101 Poplwood Court, Suite 300  
Raleigh, North Carolina 27604  
919-700-0080  
License# C-0185  
PROJECT# 24017

PROFESSIONAL  
SEAL  
024651  
SMITH SINNETT  
ARCHITECT, P.A.  
SMITH SINNETT ARCHITECTURE, P.A.

CONSTRUCTION DRAWINGS

05/22/2025

The drawings are the property of Smith Sinnett Architecture, P.A. The reproduction or use of this property without the written consent of the owner is prohibited. All copies of this drawing are the property of Smith Sinnett Architecture, P.A. and shall be returned to the office of the architect upon completion of the project.

Smith Sinnett Architecture, P.A. 2022

THIS DRAWING IS CONSIDERED TO BE PRINTED ON A 36" X 48" SHEET



**SECTION 00 42 00 - PROPOSAL FORM**

PROJECT: Unified Middle School of Havelock  
200 Sermons Blvd.  
Havelock, North Carolina 28532

OWNER: Craven County School District  
3600 Trent Rd.  
New Bern, North Carolina 28562

ARCHITECT: Smith Sinnett Architecture  
4600 Lake Boone Trail, Suite 205  
Raleigh, North Carolina 27607

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with Craven County School District in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of

**Unified Middle School of Havelock**

in full in complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the Craven County School District, and Smith Sinnett Architecture with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents.

The low Bidder will be determined by the total cost of the Contract with the lump sum prices of the alternates accepted being added to or deducted from the Base Bid to give the total cost of the Contract. Bidders are required to give a price for Base Bid, all Alternates, and all Unit Prices as applicable to their Contract. All Bidders are required to be licensed and in good standing with their respective North Carolina Licensing Board.

**SINGLE PRIME CONTRACT:**

**BASE BID:**

Amount: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ALTERNATE 1: Bus Canopy**

Amount: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ALTERNATE 2: P.E. Storage Building**

Amount: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ALTERNATE 3: Paved Fire Lane**

Amount: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ALTERNATE 4: Walk-in Freezer and Cooler**

Amount: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ALTERNATE 5: Owner Preferred Manufacturer- PME Fixtures and Equipment**

Amount: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ALTERNATE 6: Owner Preferred Manufacturer- Door Hardware**

Amount: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ALTERNATE 7: Owner Preferred Manufacturer- Fire Alarm**

Amount: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ALTERNATE 8: Owner Preferred Manufacturer- Kinetex Flooring**

Amount: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ALTERNATE 9: Whole Building BDA**

Amount: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**MAJOR SUBCONTRACTORS if any (Name, City & State)**

General Subcontractor:

Plumbing Subcontractor:

\_\_\_\_\_ Lic \_\_\_\_\_

\_\_\_\_\_ Lic \_\_\_\_\_

Mechanical Subcontractor:

Electrical Subcontractor:

\_\_\_\_\_ Lic \_\_\_\_\_

\_\_\_\_\_ Lic \_\_\_\_\_

GS143-128(d) requires all single prime bidders to identify their subcontractors for the above subdivisions of work. A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor.

**ALLOWANCES** - (Refer to Division 01 Section 01 21 00 – Allowances for amounts to be included in bid shall be based on the Unit Prices provided as part of Section 01 22 00) Acknowledge Allowances have been included with in the Base Bid with a check mark.

UP/A-1 \_\_\_\_\_ UP/A-2 \_\_\_\_\_ UP/A-3 \_\_\_\_\_ UP/A-4 \_\_\_\_\_ UP/A-5 \_\_\_\_\_

UP/A-6 \_\_\_\_\_ UP/A-7 \_\_\_\_\_ UP/A-8 \_\_\_\_\_ UP/A-9 \_\_\_\_\_ A-10 \_\_\_\_\_

A -11 \_\_\_\_\_ A-12 \_\_\_\_\_ A-13 \_\_\_\_\_

**UNIT PRICES -** (Refer to Division 01 Section 01 22 00 - Unit Prices for Quantities)

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

Unit Price No. UP/A-1;	Unsuitable Soils Removal and Disposal Off-Site: <u>per cy.</u>	Unit Price (\$) _____
Unit Price No. UP/A-2;	Mass Rock Removal and Disposal On-Site: <u>per cy.</u>	Unit Price (\$) _____
Unit Price No. UP/A-3;	Trench Rock Removal and Disposal Off-Site: <u>per cy.</u>	Unit Price (\$) _____
Unit Price No. UP/A-4;	Replacement of Authorized Excavation of Unsuitable Soils or Rock with <u>off-site</u> imported fill: <u>per cy.</u>	Unit Price (\$) _____
Unit Price No. UP/A-5;	Replacement of Authorized Excavation of Unsuitable Soils/Rock with (ABC) Stone Material: <u>per cy.</u>	Unit Price (\$) _____
Unit Price No. UP/A-6;	Replacement of Excavation of Unsuitable Soils/Rock with #57 Washed Stone Material: <u>per cy.</u>	Unit Price (\$) _____
Unit Price No. UP/A-7;	Triaxial Geo-Grid in Place: <u>per square yard.</u>	Unit Price (\$) _____
Unit Price No. UP/A-8;	Access Doors and Frames	Unit Price (\$) _____
Unit Price No. UP/A-9;	Existing Concrete Slab Removal and Replacement For utilities trench. <u>per square ft.</u>	Unit Price (\$) _____
Unit Price No. UP/A-10;	Acoustical Ceiling Tile and Track Removal and Replacement. <u>per square ft.</u>	Unit Price (\$) _____
Unit Price No. UP/A-11;	Topical Moisture Vapor Mitigation System As required. <u>per square ft.</u>	Unit Price (\$) _____

The bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the designer and shall fully complete all work thereunder within the time specified in the Supplementary General Conditions Article 9. Applicable liquidated damages amount is also stated in the Supplementary General Conditions Article 9.

The bidder certifies that as of the date of this bid, the bidder submitting this bid is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. § 143-6A-4. The individual signing this bid form certifies that he or she is authorized by the bidder to make the foregoing statement.

**ADDENDUM**

(Addendum received and used in computing bid)

Addendum No. 1 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 5 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_ Addendum No. 6 \_\_\_\_\_

**BIDDERS CHECKLIST**

Bidder's are to submit the following documents with their bid. Failure to submit the required forms/documentation may cause bid to be rejected.

- \_\_\_\_\_ Bid Bond
- \_\_\_\_\_ Identification of HUB Certified/Minority Business Participation Form
- \_\_\_\_\_ Affidavit A or Affidavit B
- \_\_\_\_\_ Acknowledgement of Addendums issued.
- \_\_\_\_\_ Bid Form Signed, Sealed and Attested (or witnessed)
- \_\_\_\_\_ E-Verify Affidavit

**Proposal Signature Page**

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned. No proposal may be withdrawn after the scheduled closing time for the receipt of Bids for a period of sixty (60) days.

Respectfully submitted this day of \_\_\_\_\_

\_\_\_\_\_  
(Name of firm or corporation making bid)

WITNESS:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Proprietorship or Partnership)

Name: \_\_\_\_\_  
Print or type

Title: \_\_\_\_\_  
(Owner/Partner/Pres./V.Pres)

Address: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

License No. \_\_\_\_\_

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. only)

Federal I.D. No. \_\_\_\_\_

(CORPORATE SEAL)

#### **MINORITY BUSINESS PARTICIPATION REQUIREMENTS**

Provide with the bid - Under GS 143-128.2(c) the undersigned bidder shall identify **on its bid** (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. **Also** list the good faith efforts (Affidavit A) made to solicit minority participation in the bid effort.

**NOTE:** A contractor that performs all of the work with its own workforce may submit an Affidavit (B) to that effect in lieu of Affidavit (A) required above. The MB Participation Form must still be submitted even if there is zero participation.

After the bid opening - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and Affidavit D is not necessary;

**\* OR \***

If less than the 10% goal, Affidavit (D) of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. If there is no MB participation, then enter none or zero on the form. Affidavit A **or** Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified the apparent low bidder is grounds for rejection of the bid.

**END OF SECTION 00 42 00**





**Craven County Government**  
**Administration Office, 406 Craven St**  
**New Bern, North Carolina 28560**

General Provisions  
Attachment (A)

- |                               |  |
|-------------------------------|--|
| I-1. Definitions              | I-17. Item Substitution and Variation                |
| I-2. E-Verify                 | I-18. Inspection and Acceptance                      |
| I-3. Conflicts of Interests   | I-19. Availability of Funds                          |
| I-4. Officials not to Benefit | I-20. Invoicing and Payment                          |
| I-5. Oral Representations     | I-21. Withholding                                    |
| I-6. Non Appropriation        | I-22. Contractor Liability                           |
| I-7. Representations          | I-23. Termination                                    |
| I-8. Advertisements           | I-24. Requests for Monetary or other Relief          |
| I-9. Subcontracting           | I-25. Notification of Debarment or Suspension Status |
| I-10. Assignment              | I-26. Equal Employment Opportunity                   |
| I-11. Iran Divestment Act     | I-27. Drug-Free Work Place                           |
| I-12. Permits and Licenses    | I-28. Accident Prevention, Fire Protection, and      |
| Sanitation                    |  |
| I-13. Non-Waiver or Defaults  | I-29. Standards                                      |
| I-14. Indemnity               | I-30. Force Majeure                                  |
| I-15. Insurance               | I-31. Israeli Boycott Clause                         |
| I-16. Warranty                | I-32. Federal Funds                                  |

- I-1. **Definitions:** As used throughout this contract, the following terms shall have the meaning set out below:
- A. "Craven County" refers to the Craven County Government activities and organizations.
  - B. "Contract" Identifies this contract or any modification thereto.
  - C. "Finance Director" means a person authorized in writing to execute and administer the contract on behalf of Craven County or said Finance Director's successor or successors. (Note: Other Craven County and Government Officials, who by virtue of their positions are concerned with the administration and operation of this contract, may take certain administrative actions in behalf of the Finance Director. These Officials may conduct inspections, process and collect contract payments, make administrative decisions and perform other duties of an administrative nature. They may not waive or change contract terms; impose additional contract requirements; issue cure, showing cause, or termination notices; or render final decisions according to Contract terms. (Refer all questions concerning the authority of other Craven County or Government Officials to the Finance Director.)
  - D. "Contractor or vendor" means the individual, partnership, corporation, or other entity which is a party to this contract and who is responsible for all actions, performance and work there under, to include that of any subcontractor or vendor.
- I-2. **E-Verify:** As a condition of payment for services rendered under this agreement, Vendor or Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Vendor or Contractor provides the services to the County utilizing a subcontractor, Vendor or Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Vendor or Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.
- I-3. **Conflicts of Interests:** Contractor warrants that no person or selling agency has been employed or retained to secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial selling agencies retained by contractor or vendor for the purpose of securing business. Contractor warrants that no gratuities (Entertainment, gifts, etc.) were or will be offered or given by the Contractor or any person representing the Contractor to any Craven County Commissioner, employee, or spouse of an employee/Commissioner. For breach of either of the warranties, Craven County may terminate this and all other Craven County Contracts for default and deduct from amounts due under this or other contracts, or bill contractor or vendor for the total value of any contingent fee or gratuity.
- I-4. **Officials Not to Benefit:** No person or Commissioner involved in the purchasing process and/or contracting of this agreement, shall be admitted to any share or part of this contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.



- I-5. **Oral Representations:** This written Contract includes the entire agreement between the parties. Craven County will not be bound by any oral or written representation not included in the written contract or a change or amendments thereto. Craven County will not be bound by any terms on contractor or vendor forms or letter unless such terms are specifically agreed to and incorporated in the contract and signed by the Finance Director.
- I-6. **Non Appropriation:** All funds for payment by County under this Contract are subject to the availability of any annual appropriation for this purpose by the Board of Commissioners. In the event of non-appropriation of funds by the Board of Commissioners under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted upon three (3) days prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.
- I-7. **Representations:** The Contractor will not represent itself to be an agent or representative of Craven County or any other agency or instrumentality of the US Government.
- I-8. **Advertisements:** The Contractor will not represent in any manner, expressly or by implication, those items or services purchased or sold under this contract are approved or endorsed by any element of Craven County Government. Any advertisement, including cents off coupons, by the Contractor which refers to Craven County activity will contain a statement that the advertisement was neither paid for nor sponsored, in whole or in part, by the particular activity.
- I-9. **Subcontracting:** Contractor shall not subcontract any part of the work to be performed without the prior written consent of the Finance Director. Any subcontractor or vendor used in connection with this contract is the agent of the Finance Director.
- I-10. **Assignment:** Contractor may not assign its rights or delegate its obligations under this contract without the prior written consent of the Finance Director.
- I-11. **Iran Divestment Act:** Seller certifies that: (i) Seller is not listed on the Iran Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) Seller will not utilize any subcontractor performing work under this Purchase Order which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and should be updated every 180 days.
- I-12. **Permits and Licenses:** Contractor will, at his own expense, obtain all necessary permits, give all notices, pay all license fees and comply with all laws, rules, ordinances, and regulations relating to the preservation of the public health or applicable to the services or business carried on under this contract. The burden of determining applicability of licensing requirements, laws, ordinances, and regulations for Contractor and his employees rests with the Contractor.
- I-13. **Non-Waiver or Defaults:** Any failure by Craven County at any time to enforce or require strict performance of any terms or conditions of this contract will not constitute waiver thereof and will not affect or impair such terms and conditions in any way or Craven County's right at any time to avail itself of such remedies as it may have for breach or breaches of such terms and conditions.
- I-14. **Indemnity:**  
A. Contractor shall indemnify, hold harmless and defend Craven County, their agents, representatives, employees and customers from any and all suits, judgments and claims, including those established by or pursuant to court decisions, to international agreements, or duly promulgated regulations of the United States Government, and all charges and expenses incident thereto which arise out of or in connection with:  
1. The alleged or established violation or infringement of any patent, copyright or trademark rights asserted by any third party with regard to items or services provided by Contractor;  
2. Loss, death, damage or injury alleged or established to have arisen out of or in connection with products, services, or equipment provided by Contractor, unless such loss, death, damage, or injury was caused by Craven County, its representatives, or employees.  
3. Any loss, death, damage, or injury alleged or established to have arisen out of or in connection with any other acts or omissions of the Contractor, the Contractor's subcontractor or vendors, representatives, agents, or employees.

B. Craven County will give Contractor notice and an opportunity to defend.

I-15. **Insurance:** During the term of the Contract, the Contractor or vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor or vendor shall provide and maintain the following coverage and limits.

- A. **Worker's Compensation** – The Contractor or vendor shall provide and maintain worker's compensation insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000, covering all of Contractor or vendor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor or vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- B. **Commercial General Liability** – General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 combined single limit (Defense cost shall be in excess of the limit of liability).
- C. **Automobile** – Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.

I-16. **Warranty:** Contractor warrants that:

- A. The items furnished shall be merchantable, and fit and sufficient for the use intended and are not "seconds" as the term is normally understood in the trade. This warranty shall survive acceptance by Craven County of the items and is in addition to other warranties of additional scope given by the Contractor to Craven County.
- B. The items or services furnished under this contract are covered by the most favorable warranties the Contractor gives to any customer for such items or services and that the rights and remedies provided in the Contractor's warranties are in addition to and do not limit any rights afforded to Craven County by any other clause of this contract.
- C. Where applicable, the items furnished under this contract have been manufactured in accordance with Underwriter's Laboratories, Inc. (UL) standard, or if manufactured overseas, the overseas equivalent of UL and the applicable item and/or component items carry the appropriate UL or overseas equivalent seal of approval.
- D. Items, packing, and packaging provided will comply with all contract terms and with all laws, rules, and regulations applicable to delivery for domestic resale. Contractor shall comply with the Magnuson-Moss Warranty Act on all sales to Craven County.

I-17. **Item Substitution and Variation in Quantity:** No substitution or variation in the quantity of any item called for by this contract will be accepted unless authorized by the Finance Director.

I-18. **Inspection and Acceptance:** the government per the following shall make inspection and acceptance:

- A. The Contractor shall maintain an in process and end-item quantity control program to ensure shipments to Craven County activities do not include defective/non-conforming items.
- B. Inspection and acceptance shall not be conclusive with respect to latent defects or fraud, or with respect to Craven County rights under the warranty provisions contained herein.
- C. In case any supplies or services are defective in material or workmanship, or are otherwise not in conformity with the requirements of this contract, the Craven County shall have the right to reject such supplies or services, or to require replacement or correction. Rejected supplies shall be removed by and at the expense of the Contractor promptly after notice. When such rejection, correction or replacement requires transportation of the supplies or part thereof, all shipping and administrative costs to and from the Contractor's plant shall also be borne by the Contractor.
- D. In case of refund, the Contractor shall be liable to the Craven County for the additional costs of re-procurement (if any). In no event will the liability of Contractor for cost and losses, and for re-procurement exceed an amount equal to the original purchase price of the defective item.
- E. The provisions of this clause do not affect the rights or obligations of either party, as they may be provided for in other portions of this contract or otherwise under applicable law.
- F. For the purpose of accounting or auditing inspections, the County's agent or authorized representative shall have access to said records from the Effective Date of this Agreement, for the duration of the Services, and until three (3) years after the date of final payment by the County to the Contractor/Engineer/Architect pursuant to this Agreement.

I-19. **Availability of Funds:** Any and all payments to the Contractor or vendor are dependent upon and subject to the availability of funds to the County for the purposes set forth in this agreement.

I-20. **Invoice and Payment:**

A. Invoicing Instructions. In order to be considered proper invoices, invoices must be submitted as follows:

1. Contractor must prepare a separate numbered invoice for each order or part of an order. Do not consolidate multiple purchase orders on one invoice. Additionally, when partial shipments are authorized, use a separate invoice. Do not duplicate an invoice number used for prior billings:
2. Invoices must be issued by the company whose name is on the contract/order (unless otherwise authorized by Finance Director) and must contain the following minimum information to enable timely payment:
  - (a) Name of Contractor.
  - (b) Invoice Date. This cannot be a date earlier than the ship date required by the contract or purchase/deliver order. In the event that the invoice date is a date earlier than the required ship date, Craven County retains the right either to return the improper invoice to the Contractor for correction or to change the invoice date to be the required ship date. In the event that an improper invoice is returned to a Contractor because the date on the invoice is earlier than the required ship date or because the invoice is improper for any other reason, the invoice date, will be considered to be the date of receipt of the corrected, proper invoice.
  - (c) Contract/Order Number.
  - (d) Item Description and Quantity Shipped/Delivered.
  - (e) Contract/Order Line Item Cost and Total
  - (f) Any applicable sales tax
  - (g) Shipping and Discount Terms, and special allowance(s) if included in the contract. Special allowances must be shown on the invoice using percentage figures only. Do not deduct any of these from the item cost or from the invoice total.
  - (h) "Ship To" address as shown on order or contract.
  - (i) Freight charges (on FOB origin shipments).
  - (j) Name, title and phone number of Contractor's contact person.
  - (k) Complete "Remit To" mailing address on the invoice to indicate where Contractor's payment is to be sent. This address must be the same address as on the contract unless otherwise communicated from the Accounts Payable office
3. Correcting invoices and credit memos must be marked as such and must cross-reference the corrected invoice.

B. Payment.

1. A proper invoice is an invoice which contains all of the information/documentation, specified in paragraph A. (2) above, and is sent to the address specified in the contract or purchase/delivery order for the designated Craven County paying office. Improper invoices may be returned without payment to the Contractor.
2. The next payment date for Craven County Contracts is established at 30 days after receipt of a proper invoice.
3. Payment is made:
  - (a) The date a check for payment is dated.
  - (b) The date an electronic fund transfer is submitted to the financial institution, regardless of the date the financial institution posts the transfer.
  - (c) The date a withholding authorized by the contract is initiated by Craven County.
4. Any questions or inquiries concerning invoice payments should be directed to the Craven County Finance Account Payable department designated on the contract or purchase/deliver order.

I-21. **Withholding:** Craven County may withhold payment for amounts due or creditable to Craven County under this contract, E.G., returns, damage.

I-22. **Contractor Liability:**

- A. Except as set out specifically elsewhere in the contract, Contractor shall be liable for cost to Craven County associated with termination for default, rejection of items, and breach of warranty, in addition to reimbursement of payment of the purchase price and re-procurement costs.
- B. Contractor will not be liable for damages if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, Acts of God or the public enemy, Acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

I-23. **Termination:**

- A. Mutual Termination. This contract may be terminated at any time upon the mutual agreement of both parties.
- B. Termination for Convenience. Craven County by written notice may terminate this contract in whole or in part when it is in the best interest of the Craven County. To the extent that this contract is for services and is so terminated, Craven County shall be liable for payment as set forth in the payment provisions of the contract for services rendered prior to the effective date of termination
- C. Termination for Default. Craven County by written notice may terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess costs of re-procuring similar supplies and services provided that if
  - 1. the Contractor was not in default; or
  - 2. the Contractor's failure to perform is without his/her or his/her Subcontractor or vendor's control or negligence; then the termination shall be deemed a "Termination for Convenience."
- D. The rights and remedies of Craven County provided in this clause are in addition to any other rights and remedies provided by law or under other clauses of this contract.

I-24. **Request for Monetary or Other Relief:** No request for monetary or other relief by Contractor shall be considered unless submitted in writing to the Finance Director within 90 days after termination or termination of performance under the contract, whichever comes first. This clause shall not extend any period for filing, which is further limited by another clause of the contract.

I-25. **Notification of Debarment or Suspension Status:** The Contractor or Vendor shall provide immediate notice to the Finance Director in the event of being suspended, debarred or declared ineligible by any state of NC or federal department or agency, or upon receipt of a notice of proposed debarment from another agency, during the performance of this contract.

I-26. **Equal Employment Opportunity:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

I-27. **Drug-Free Work Place:** The contractor or vendor agrees to make a good faith effort to establish and maintain a drug-free work place in connection with the performance of this contract. Consistent with the size and organization of its work force, contractor or vendor may wish to consider taking the following or other appropriate actions in establishing a drug-free work place: Publicizing a drug-free work place policy; initiating an employee drug awareness program or encouraging participation in existing community programs; informing employees of the general availability of drug counseling programs; etc.

I-28. **Accident Prevention, Fire Protection, and Sanitation:** If this contract is performed in whole or in part on premises owned or under the control of the Craven County Government, the contractor or vendor shall conform to all safety regulations and requirements concerning such premises in effect any time during contract performance to prevent accidents. Any violations of safety regulations, unless immediately corrected as directed by the Finance Director, shall be grounds for termination of the contract under the "Termination for Default" Clause.

I-29. **Standards:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels;

The Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

All Codes, standards, and specifications such as the National Electrical Code, North Carolina State Building Code, ASTM specifications, etc. referred to in the project specification shall be the issue in effect on the date of the invitation for bid, request for quote, and/or award.

- I-30. **Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- I-31. **Israeli Boycott Clause:** Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C. Gen. Stat. § 147-86.81. It is the responsibility of Contractor to monitor compliance with this restriction.
- I-32. **Federal Funds:** The provisions of Attachment (D) are hereby incorporated by reference into this contract if (a) the funding for this contract originated with the United States of America, or any department, agency or program thereof [i.e., “federal funds”] or (b) if this contract is executed pursuant to or by virtue of any program of the United States of America or any department or agency thereof.

The Contractor agrees to comply with all provisions of 2 C.F.R. § 200-236 and 2 C.F.R. Part 200, Appendix II, and said provisions are incorporated herein by reference and made applicable to this contract. Furthermore, at all times the Contractor shall keep and observe each and every requirement which may be imposed upon it under any executive order, policy, procedure, statute, rule or regulation promulgated by the United States of America or any agency or department thereof, whether mentioned specifically herein or not, including but not limited to the following:

- A. **Equal Employment Opportunity (41 C.F.R. Part 60):** If this contract meets the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3, in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor), the Contractor agrees to comply with the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), which is hereby incorporated herein verbatim by reference, and this contract is thereby subject to such clause as may from time to time be amended.
- B. **Davis-Bacon Act (40 U.S.C. 3141-3148):** If this contract is a “prime construction contract in excess of \$2,000,” the contractor shall generally comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) and shall specifically: (i) meet the requirements of 29 C.F.R. pt. 5 as may be applicable; (ii) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor; and (iii) pay wages not less than once a week.
- C. **Copeland “Anti-Kickback” Act (40 U.S.C. 3145):** If the Davis-Bacon Act applies to this contract, then
- i. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract;
  - ii. The contractor or subcontractor shall insert in any subcontracts the requirements in “i” above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses; and
  - iii. breach of the contract clauses above shall be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- D. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):** If this contract involves in excess of \$100,000 and the employment of mechanics or laborers, contractor shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5, and the provisions of 29 C.F.R. § 5.5(b) are incorporated herein by reference.
- E. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387):** If this contract involves in excess of \$150,000, the contractor shall comply with the Clean Air Act, 42 U.S.C. §§ 7401-7671q., and the Federal Water Pollution Control Act as amended, 33 U.S.C. §§ 1251-1387. Any violations thereof shall be immediately reported to Craven County.

- F. **Debarment and Suspension (Executive Orders 12549 and 12689)**: This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Additionally, the contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Additionally, the execution of this contract or the acceptance of benefits hereunder constitutes a certification by the contractor that the foregoing provisions have been complied with and is a material representation of fact relied upon by Craven County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Craven County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Finally, the contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this contract and shall include a provision requiring such compliance in its lower tier covered transactions.
- G. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**: If this contract involves in excess of \$150,000, the contractor shall comply with 31 U.S.C. § 1352 and must sign and submit to Craven County the certification found at APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING.
- H. **Procurement of Recovered Materials (2 C.F.R. § 200.322)**: Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II, ¶ J; and 2 C.F.R. § 200.322
- I. **Access to Records**: The Contractor agrees (i) to provide Craven County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions; (ii) to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; (iii) to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract; and (iv) that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States, in compliance with the Disaster Recovery Act of 2018. Additionally, the contractor shall comply with the records retention requirement of 2 CFR § 200.324.
- J. **Logos, etc.**: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- K. **Federal Government Obligations**: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities of Craven County, contractor, or any other party pertaining to any matter resulting from this contract.
- L. **Program Fraud**: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions under this contract.

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**ATTACHMENT B – BACKGROUND CHECK AUTHORIZATION FORM**



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# CRAVEN COUNTY SCHOOLS NOTIFICATION AND RELEASE FORM

A Third-party vendor on behalf of Craven County Schools will conduct a criminal and civil records check on you before approving your application for employment or volunteering. Craven County Schools will conduct ongoing monitoring on all approved employees/volunteers through a Third-party vendor. Note, however, that the Fair Credit Reporting Act (FCRA), despite its name, still governs background checks that solely seek criminal and civil records check. **Craven County Schools will not be reviewing credit reports unless you are seeking employment for positions relative to finance and collections of funds.**

1. I hereby consent to and authorize Craven County Board of Education/Craven County Schools (the "Board of Education") to obtain one or more criminal and civil records check (these reports may be of the type governed by the FCRA) on me in connection with my employment/volunteering with Craven County Schools. Such criminal history reports include information regarding my criminal and civil arrest records and my driving record.

2. I understand that the agencies from which these criminal and civil records check may be sought will be Third-party vendors. These vendors may be of the type governed by the FCRA.

3. I also understand that this authorization, in original or copy form, shall be valid for this and any future criminal history reports or updates that may be requested in connection with my employment/volunteering with Craven County Schools, including criminal and civil records check conducted on a daily, periodic, selective, random or rotating basis once hired/approved.

4. I acknowledge that I have read the information contained on this form carefully and certify that all of the information completed by me on the attached data sheet and as contained in my application for employment/volunteering with Craven County Schools (and any attachments to it) are true and complete to the best of my knowledge.

5. I understand that any omission of fact or false or misleading information provided in the criminal and civil records check authorization and data form (and any attachments to it), and as contained in the application for employment/volunteering with Craven County Schools (and any attachments to it), may result in denial, suspension or discharge, as applicable.

6. I understand that Craven County Schools will not review my credit report unless I am applying for a position relative to finance and/or collections of funds.

7. I understand that employment/volunteering with Craven County Schools is conditional pending approval by Craven County Schools Board of Education and completion of the criminal and civil records check.

8. I understand that employees/volunteers shall notify the Assistant Superintendent of Human Resource Services **immediately** if they are **charged** with or **convicted** of a criminal or civil offense (including entering a plea of guilty or *nolo contendere*) except minor traffic violations.

9. I hereby authorize Craven County Schools to obtain a criminal and civil records check from a credit reporting agency, First Point Resources, or other agencies, and waive any claim for damages or injury against Craven County Schools or the provider of the report, except as provided by the Fair Credit Reporting Act.

10. I understand that before any adverse action is taken against me based on the criminal and civil records check, the school system will provide me a copy of my background check and a notice of my rights as defined by the Federal Trade Commission or I can request a copy of my background check by contacting First Point Resources. First Point Resources is the Credit Reporting Agency used for the purposes of obtaining the criminal and civil records check. This agency can be reached at 1-800-449-0254.

**Employee/Volunteer/Intern/Sub/Bus Driver Applicant Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Revised 1/26/12; 1/28/15; 4/5/16; 8/2020**

# CRAVEN COUNTY BOARD OF EDUCATION CRIMINAL AND CIVIL BACKGROUND CHECK AUTHORIZATION DATA FORM

*This form may be completed online. Once completed, print the form then date, sign, print social security number and name. Information printed on this form can not be saved online.*

**Check one:** I am a/an ☐ Employee ☐ Intern/Sub/Bus Driver Applicant ☐ Volunteer/Paid Volunteer Coach

Name \_\_\_\_\_  
Last First Middle

Previous Legal Name (Maiden Name) \_\_\_\_\_ Year Changed \_\_\_\_\_

Social Security Number \_\_\_\_\_ Date of Birth\* \_\_\_\_\_ Driver License State \_\_\_\_\_

Driver License Number \_\_\_\_\_ Phone Number \_\_\_\_\_

Residential Street Address \_\_\_\_\_

County \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**\*Note: Information regarding your date of birth is being obtained for purposes of your background check.**

Have you lived at your current address for longer than 90 days? \_\_\_\_\_ Yes \_\_\_\_\_ No If no, how long? \_\_\_\_\_

Please list any felony or misdemeanor criminal convictions, guilty pleas, pleas of nolo contendere/no contest, deferred prosecutions, prayers for judgment continued, entries into a pre-trial diversion or similar program in lieu of prosecution of any crime, and pending charges. Please also list any past or present felony or misdemeanor criminal arrests or charges involving children under the age of 18, regardless of the ultimate outcome of the criminal proceeding. Your listing should include DWI/DUI convictions, guilty pleas, etc., but exclude all minor traffic violation (e.g., speeding and expired registration violations). Do not list offenses for which the record(s) has been expunged. Provide date(s), court of jurisdiction, county/parish and state. Attach another page if necessary.

Please list all other cities, counties and states in which you have lived within the past 7 years. Attach another page if necessary.

City	County	State	Dates
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City	County	State	Dates
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Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Print Name: \_\_\_\_\_

Email

Address: \_\_\_\_\_

**Once the "Notification and Release" AND the "Authorization" forms are completed and signed, you may mail or hand deliver them to:**

**Craven County Schools  
Attention: Latasha Lee  
Human Resource Services  
3600 Trent Road  
New Bern, NC 28562**

**You may scan/email forms to [latasha.lee@cravenk12.org](mailto:latasha.lee@cravenk12.org) OR you may fax the forms to Human Resources at 252-514-6352.**

Revised 1/26/12; 1/28/15; 4/5/16; 12/17/12/19; 8/2020

**CRAVEN COUNTY BOARD OF EDUCATION EMPLOYEE/VOLUNTEER  
CRIMINAL AND CIVIL BACKGROUND CHECK AUTHORIZATION DATA**

**ADDITIONAL ADDRESS SHEET FOR \_\_\_\_\_**

**PREVIOUS ADDRESS(ES) PROVIDE ALL ADDRESSES FOR PREVIOUS 7 Yr.**

Street \_\_\_\_\_ From (yr) \_\_\_\_\_ To (yr) \_\_\_\_\_

City, State, Zip, County \_\_\_\_\_

**PREVIOUS ADDRESS(ES) PROVIDE ALL ADDRESSES FOR PREVIOUS 7 Yr.**

Street \_\_\_\_\_ From (yr) \_\_\_\_\_ To (yr) \_\_\_\_\_

City, State, Zip, County \_\_\_\_\_

**PREVIOUS ADDRESS(ES) PROVIDE ALL ADDRESSES FOR PREVIOUS 7 Yr.**

Street \_\_\_\_\_ From (yr) \_\_\_\_\_ To (yr) \_\_\_\_\_

City, State, Zip, County \_\_\_\_\_

**PREVIOUS ADDRESS(ES) PROVIDE ALL ADDRESSES FOR PREVIOUS 7 Yr.**

Street \_\_\_\_\_ From (yr) \_\_\_\_\_ To (yr) \_\_\_\_\_

City, State, Zip, County \_\_\_\_\_

**PREVIOUS ADDRESS(ES) PROVIDE ALL ADDRESSES FOR PREVIOUS 7 Yr.**

Street \_\_\_\_\_ From (yr) \_\_\_\_\_ To (yr) \_\_\_\_\_

City, State, Zip, County \_\_\_\_\_

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**ATTACHMENT C – GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY  
BUSINESSES FOR PARTICIPATION IN STATE CONSTRUCTION CONTRACTS**

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# **GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN STATE CONSTRUCTION CONTRACTS**

In accordance with G.S. 143-128.2 (effective January 1, 2002) these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, construction manager at risk, and alternative contracting methods, on State construction projects in the amount of \$300,000 or more. The legislation provides that the State shall have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of work for each project for which a contract or contracts are awarded. These requirements are published to accomplish that end.

## **SECTION A: INTENT**

It is the intent of these guidelines that the State of North Carolina, as awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded shall cooperate and in good faith do all things legal, proper and reasonable to achieve the statutory goal of ten percent (10%) for participation by minority businesses in each construction project as mandated by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

## **SECTION B: DEFINITIONS**

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
  - a. Black, that is, a person having origins in any of the black racial groups in Africa;
  - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
  - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
  - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
  - e. Female
2. Minority Business - means a business:
  - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
  - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637. "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities". "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged".
4. Public Entity - means State and all public subdivisions and local governmental units.
5. Owner - The State of North Carolina, through the Agency/Institution named in the contract.
6. Designer - Any person, firm, partnership, or corporation, which has contracted with the State of North Carolina to perform architectural or engineering, work.
7. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.



8. Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.
9. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with the State of North Carolina to perform construction work or repair.
10. Subcontractor - A firm under contract with the prime contractor or construction manager at risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract.

## **SECTION C: RESPONSIBILITIES**

1. Office for Historically Underutilized Businesses, Department of Administration (hereinafter referred to as HUB Office).

The HUB Office has established a program, which allows interested persons or businesses qualifying as a minority business under G.S. 143-128.2, to obtain certification in the State of North Carolina procurement system. The information provided by the minority businesses will be used by the HUB Office to:

- a. Identify those areas of work for which there are minority businesses, as requested.
- b. Make available to interested parties a list of prospective minority business contractors and subcontractors.
- c. Assist in the determination of technical assistance needed by minority business contractors.

In addition to being responsible for the certification/verification of minority businesses that want to participate in the State construction program, the HUB Office will:

- (1) Maintain a current list of minority businesses. The list shall include the areas of work in which each minority business is interested.
- (2) Inform minority businesses on how to identify and obtain contracting and subcontracting opportunities through the State Construction Office and other public entities.
- (3) Inform minority businesses of the contracting and subcontracting process for public construction building projects.
- (4) Work with the North Carolina trade and professional organizations to improve the ability of minority businesses to compete in the State construction projects.
- (5) The HUB Office also oversees the minority business program by:
  - a. Monitoring compliance with the program requirements.
  - b. Assisting in the implementation of training and technical assistance programs.
  - c. Identifying and implementing outreach efforts to increase the utilization of minority businesses.
  - d. Reporting the results of minority business utilization to the Secretary of the Department of Administration, the Governor, and the General Assembly.

2. State Construction Office

The State Construction Office will be responsible for the following:

- a. Furnish to the HUB Office a minimum of twenty-one days prior to the bid opening the following:
  - (1) Project description and location;
  - (2) Locations where bidding documents may be reviewed;
  - (3) Name of a representative of the owner who can be contacted during the advertising period to advise who the prospective bidders are;
  - (4) Date, time and location of the bid opening.
  - (5) Date, time and location of prebid conference, if scheduled.
- b. Attending scheduled prebid conference, if necessary, to clarify requirements of the general statutes regarding minority-business participation, including the bidders' responsibilities.

- c. Reviewing the apparent low bidders' statutory compliance with the requirements listed in the proposal, that must be complied with, if the bid is to be considered as responsive, prior to award of contracts. The State reserves the right to reject any or all bids and to waive informalities.
- d. Reviewing of minority business requirements at Preconstruction conference.
- e. Monitoring of contractors' compliance with minority business requirements in the contract documents during construction.
- f. Provide statistical data and required reports to the HUB Office.
- g. Resolve any protest and disputes arising after implementation of the plan, in conjunction with the HUB Office.

### 3. Owner

Before awarding a contract, owner shall do the following:

- a. Develop and implement a minority business participation outreach plan to identify minority businesses that can perform public building projects and to implement outreach efforts to encourage minority business participation in these projects to include education, recruitment, and interaction between minority businesses and non-minority businesses.
- b. Attend the scheduled prebid conference.
- c. At least 10 days prior to the scheduled day of bid opening, notify minority businesses that have requested notices from the public entity for public construction or repair work and minority businesses that otherwise indicated to the Office for Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:
  - 1. A description of the work for which the bid is being solicited.
  - 2. The date, time, and location where bids are to be submitted.
  - 3. The name of the individual within the owner's organization who will be available to answer questions about the project.
  - 4. Where bid documents may be reviewed.
  - 5. Any special requirements that may exist.
- d. Utilize other media, as appropriate, likely to inform potential minority businesses of the bid being sought.
- e. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
- f. Review, jointly with the designer, all requirements of G.S. 143-128.2(c) and G.S. 143-128.2(f) – (i.e. bidders' proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing good faith efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award to the State Construction Office.
- g. Evaluate documentation to determine good faith effort has been achieved for minority business utilization prior to recommendation of award to State Construction Office.
- h. Review prime contractors' pay applications for compliance with minority business utilization commitments prior to payment.
- i. Make documentation showing evidence of implementation of Owner's responsibilities available for review by State Construction Office and HUB Office, upon request

### 4. Designer

Under the single-prime bidding, separate prime bidding, construction manager at risk, or alternative contracting method, the designer will:

- a. Attend the scheduled prebid conference to explain minority business requirements to the prospective bidders.
- b. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
- c. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
- d. Review jointly with the owner, all requirements of G.S. 143-128.2(c) and G.S. 143-128.2(f) – (i.e. bidders' proposals for identification of the minority businesses that will be utilized with

corresponding total dollar value of the bid and affidavit listing Good Faith Efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award.

- e. During construction phase of the project, review “MBE Documentation for Contract Payment” – (Appendix E) for compliance with minority business utilization commitments. Submit Appendix E form with monthly pay applications to the owner and forward copies to the State Construction Office.
- f. Make documentation showing evidence of implementation of Designer’s responsibilities available for review by State Construction Office and HUB Office, upon request.

5. Prime Contractor(s), CM at Risk, and Its First-Tier Subcontractors

Under the single-prime bidding, the separate-prime bidding, construction manager at risk and alternative contracting methods, contractor(s) will:

- a. Attend the scheduled prebid conference.
- b. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
- c. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification will include the following:
  - (1) A description of the work for which the subbid is being solicited.
  - (2) The date, time and location where subbids are to be submitted.
  - (3) The name of the individual within the company who will be available to answer questions about the project.
  - (4) Where bid documents may be reviewed.
  - (5) Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.

If there are more than three (3) minority businesses in the general locality of the project who offer similar contracting or subcontracting services in the specific trade, the contractor(s) shall notify three (3), but may contact more, if the contractor(s) so desires.

- d. During the bidding process, comply with the contractor(s) requirements listed in the proposal for minority participation.
- e. Identify on the bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).
- f. Make documentation showing evidence of implementation of PM, CM-at-Risk and First-Tier Subcontractor responsibilities available for review by State Construction Office and HUB Office, upon request.
- g. Upon being named the apparent low bidder, the Bidder shall provide one of the following: (1) an affidavit (Affidavit C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal; (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.
- h. The contractor(s) shall identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values. The schedule of values shall be provided as required in Article 31 of the General Conditions of the Contract to facilitate payments to the subcontractors.
- i. The contractor(s) shall submit with each monthly pay request(s) and final payment(s), “MBE Documentation for Contract Payment” – (Appendix E), for designer’s review.
- j. During the construction of a project, at any time, if it becomes necessary to replace a minority business subcontractor, immediately advise the owner, State Construction Office, and the Director of the HUB Office in writing, of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.

- k. If during the construction of a project additional subcontracting opportunities become available, make a good faith effort to solicit subbids from minority businesses.
- l. It is the intent of these requirements apply to all contractors performing as prime contractor and first tier subcontractor under construction manager at risk on state projects.

6. **Minority Business Responsibilities**

While minority businesses are not required to become certified in order to participate in the State construction projects, it is recommended that they become certified and should take advantage of the appropriate technical assistance that is made available. In addition, minority businesses who are contacted by owners or bidders must respond promptly whether or not they wish to submit a bid.

**SECTION 4: DISPUTE PROCEDURES**

It is the policy of this state that disputes that involves a person's rights, duties or privileges, should be settled through informal procedures. To that end, minority business disputes arising under these guidelines should be resolved as governed under G.S. 143-128(g).

**SECTION 5:** These guidelines shall apply upon promulgation on state construction projects. Copies of these guidelines may be obtained from the Department of Administration, State Construction Office, (physical address) 301 North Wilmington Street, Suite 450, NC Education Building, Raleigh, North Carolina, 27601-2827, (mail address) 1307 Mail Service Center, Raleigh, North Carolina, 27699-1307, phone (919) 807-4100, Website: [www.nc-sco.com](http://www.nc-sco.com)

**SECTION 6:** In addition to these guidelines, there will be issued with each construction bid package provisions for contractual compliance providing minority business participation in the state construction program.

## MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)

### APPLICATION:

The **Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts** are hereby made a part of these contract documents. These guidelines shall apply to all contractors regardless of ownership. Copies of these guidelines may be obtained from the Department of Administration, State Construction Office, (physical address) 301 North Wilmington Street, Suite 450, NC Education Building, Raleigh, North Carolina, 27601-2827, (mail address) 1307 Mail Service Center, Raleigh, North Carolina, 27699-1307, phone (919) 807-4100, Website: <http://www.nc-sco.com>

### MINORITY BUSINESS SUBCONTRACT GOALS:

The goals for participation by minority firms as subcontractors on this project have been set at 10%.

The bidder must identify on its bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit (Affidavit A) listing good faith efforts or affidavit (Affidavit B) of self-performance of work, if the bidder will perform work under contract by its own workforce, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).

The lowest responsible, responsive bidder must provide Affidavit C, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal.

**OR**

Provide Affidavit D, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, **with documentation of Good Faith Effort, if the percentage is not equal to the applicable goal.**

**OR**

Provide Affidavit B, which includes sufficient information for the State to determine that the bidder does not customarily subcontract work on this type project.

**The above information must be provided as required. Failure to submit these documents is grounds for rejection of the bid.**

## **MINIMUM COMPLIANCE REQUIREMENTS:**

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and the State for performance of this contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business Guidelines shall constitute a breach of the contract. A finding by the State that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the State whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, the State will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Good Faith Efforts include:

- (1) Contacting 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 or proposal date and notifying them of the nature and scope of the work to be performed.
- (2) Making 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 bid or proposals are due.
- (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation.
- (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- (5) Attending any prebid meetings scheduled by the public owner.
- (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
- (7) Negotiating in good faith with interested minority businesses and not rejecting 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) Providing 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. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- (9) Negotiating 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) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

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## APPENDIX E

### MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: \_\_\_\_\_

Address & Phone: \_\_\_\_\_

Project Name: \_\_\_\_\_

Pay Application #: \_\_\_\_\_ Period: \_\_\_\_\_

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

MBE FIRM NAME	* INDICATE TYPE OF MBE	AMOUNT PAID THIS MONTH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

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

Date: \_\_\_\_\_ Approved/Certified By: \_\_\_\_\_

Name

Title

Signature

**SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT**



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## Identification of HUB Certified/ Minority Business Participation

I, \_\_\_\_\_  
(Name of Bidder)

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

[illegible]

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

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

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

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

County of \_\_\_\_\_

(Name of Bidder)

Affidavit of \_\_\_\_\_

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

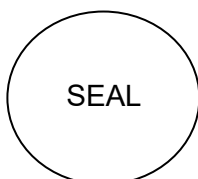
**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 Notary Public \_\_\_\_\_  
 My commission expires \_\_\_\_\_

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

County of \_\_\_\_\_

Affidavit of \_\_\_\_\_

(Name of Bidder)

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

\_\_\_\_\_ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

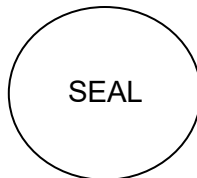
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

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

County of \_\_\_\_\_

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

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.

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

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

\_\_\_\_\_  
(Project Name)  
Project ID# \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

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

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

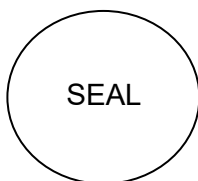
\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

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

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

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_



Signature: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_



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# State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of \_\_\_\_\_

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

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

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

Project ID# \_\_\_\_\_ (Project Name) Amount of Bid \$ \_\_\_\_\_

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

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

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

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

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

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

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

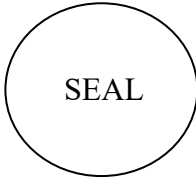
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

## **SECTION 00 72 00 - SUPPLEMENTARY GENERAL CONDITIONS**

The following supplements modify, change, delete from or add to the of Craven County General Provisions: Attachment (A) Where any provisions of the Attachment (A) is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

### **CONSTRUCTION PERIOD**

Start and Completion Time:

1. The Contract time shall commence on a date to be specified in a written Notice to Proceed from the Architect. Anticipated Notice to Proceed: June 18th, 2025.
2. Phase 1 (T&B of all existing building HVAC) – Completion on or before August 8, 2025; irrespective of Notice to Proceed.
3. Phase 2 – Substantial completion to be six hundred and eighty-one (681) days from issuance of Notice to Proceed.
4. Liquidated Damages, substantial completion: The Contractor shall be liable for and shall pay the Owner, or the Owner shall retain from compensation otherwise due to be paid to the Contractor, the sum of One Thousand Dollars (\$1,000.00), herein stipulated as liquidated damages, for each calendar day of delay until the Work is Substantially Complete for each of the individual phases listed above.
5. The time of **Final Completion** shall be Thirty (30) consecutive calendar days past the Substantial Completion dates noted above.
6. For each consecutive calendar day that the Work remains incomplete after the date established for Final Completion of each of the individual phases listed above, the Contractor shall pay, or the Owner will retain from compensation otherwise to be paid to the Contractor, the sum of Five Hundred Dollars (\$500.00).

### **OFF-SITE STORED MATERIALS**

Material Billing:

1. The GC may Elect to bill for off-site storage of materials under the following conditions:
  - a. Provide a Certificate of Insurance in the Owner's name for the full amount of the stored materials.
  - b. Name of the facility and address of the stored materials must be provided and listed on the Insurance Certificate.
  - c. Photos of all the stored materials shall be provided.
  - d. Refer to Section 01 29 00 Payment Procedures for submitting Insurance with monthly pay application.

### **APPLICATION FOR PAYMENT**

1. The form of Application for payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet. Certificate of Release of Liens shall be submitted with each pay application. A reasonable facsimile of these AIA documents may be used provided they have been preapproved by the Architect.
2. Until Substantial Completion, the Owner will pay 95% of the amount due the Contractor on account of progress payments. After the Work is 50% complete, if the manner of completion of the Work and its progress are and remain satisfactory to the Owner and Architect, and in the absence of other good and sufficient reasons, retainage will be held at 5% of the total Contract and the Architect will authorize remaining partial payments to be paid in full.

3. The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Owner and Architect, or if the Surety withholds its consent, or for other good and sufficient reasons.

END OF SECTION 00 72 00

## **SECTION 01 21 00 - ALLOWANCES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
  - 2. The Contractor shall include in the Contract Sum all allowances states in the Contract Documents. The Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance. Coordinate allowance work with related work to ensure that each selection in completely integrated and interfaced with related work. Include all allowance amounts as a separate line item amount on each application for payment.
  - 3. Include total cost of allowances in the base bid. Should allowances not be used, issue a deduct change order at the end of the project equal to the balance of cost for unused allowances.
  - 4. Allowances included in the project shall not be used for construction unless authorized in writing by Architect; proceeding without pre-approval will be considered means and methods.
- B. Types of allowances include the following:
  - 1. Unit-cost allowances.
- C. Related Sections include the following:
  - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.
  - 2. Division 01 Section "Unit Prices" for procedures for using unit prices as bases to establish allowance value.
  - 3. Divisions 31 Sections for items of Work covered by allowances.
  - 4. Divisions 02 through 49 Sections for items of Work covered by allowances.

#### **1.3 SELECTION AND PURCHASE**

- A. At the earliest practical date after award of the Contract, advise the Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. Purchase products and systems selected by Architect from the designated supplier.

#### 1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.
- D. Submit reports from the Owner's Independent Testing Agency to document actual quantities of unsuitable soil materials delivered to or removed from the site for use in fulfillment of each allowance.
- E. Submit reports from the Owner's Independent Testing Agency to document materials that qualify as rock per section 31 20 00 Earth Moving. Rock materials removed from the site shall be quantified by a North Carolina Licensed Surveyor employed by contractor.

#### 1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

#### 1.6 UNIT-COST ALLOWANCES

- A. Each change order amount for unit-cost type allowances shall be based solely on the difference between the actual unit purchase amount and the unit allowance, multiplied by the final measure or count of work-in-place, with reasonable allowances, where applicable, for cutting losses, tolerances, mixing wastes, normal product imperfections and similar margins.
- B. Include installation costs in the purchase amount only where indicated as a part of the allowance. When requested, prepare explanations and documentation to substantiate the margins as claimed. Prepare and submit substantiation of a change in the scope of work (if any) claimed in the change orders related to unit-cost type allowances. The Owner reserves the right to establish the actual quantity of work- in-place by an independent quantity survey, measure or count.
- C. Unit-Cost Allowances shall be based on the Unit Price value established.

#### 1.7 UNUSED MATERIALS

- A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
  - 1. If requested by Architect, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Architect, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF QUANTITY ALLOWANCES

- A. **Allowance No. 1:** UNSUITABLE SOILS REMOVAL AND DISPOSAL OFF-SITE.
  - 1. Purpose: To adjust the contract sum in case a quantity different from that indicated in the allowance is required.
  - 2. Unit of measurement: cubic yard in place prior to excavation.
  - 3. Include the following in the unit price:
    - a. Excavation, loading, transport and disposal of all materials.
    - b. All disposal fees.
    - c. Overhead and profit.
    - d. Allowance shall be based on the unit price quoted in the Proposal.
  - 4. Include all other related costs in the contract sum.
  - 5. Method of measurement: Quantities will be verified by a materials engineer employed by Owner.
  - 6. **Quantity: 3500 cy.**
  
- B. **Allowance No. 2:** REPLACEMENT OF AUTHORIZED EXCAVATION OF UNSUITABLE SOILS OR ROCK WITH OFF-SITE IMPORTED FILL MATERIAL.
  - 1. Purpose: To adjust the contract sum in case a quantity different from that indicated in the allowance is required.
  - 2. Unit of measurement: cubic yard, compacted in place.
  - 3. Include the following in the unit price:
    - a. Suitable soil materials from Contractor's off-site source.
    - b. Excavation, loading, transport, placement, moisture control and compaction of suitable soil materials.
    - c. Overhead and profit.
    - d. Allowance shall be based on the unit price quoted in the Proposal.
  - 4. Include all other related costs in the contract sum. Unit price shall not include the excavation of unsuitable soil or rock.
  - 5. Method of measurement: Quantities will be verified by a soils and materials engineer employed by the Owner.
  - 6. **Quantity: 3500 cy.**
  
- C. **Allowance No. 3:** REPLACEMENT OF AUTHORIZED EXCAVATION OF UNSUITABLE SOILS OR ROCK WITH STRUCTURAL FILL.



1. Purpose: To adjust the contract sum in case a quantity different from that indicated in the allowance is required.
2. Unit of measurement: cubic yard, compacted in place.
3. Include the following in the unit price:
  - a. Aggregate Base Course materials from Contractor's off-site source.
  - b. Excavation, loading, transport, placement, moisture control and compaction of materials.
  - c. Overhead and profit.
  - d. Allowance shall be based on the unit price quoted in the Proposal.
4. Include all other related costs in the contract sum. Unit price shall not include the excavation of unsuitable soil or rock.
5. Method of measurement: Quantities will be verified by a soils and materials engineer employed by the Owner.
6. **Quantity: 1000 cy.**

D. **Allowance No. 4:** REPLACEMENT OF AUTHORIZED EXCAVATION OF UNSUITABLE SOILS OR ROCK WITH #57 WASHED STONE MATERIAL.

1. Purpose: To adjust the contract sum in case a quantity different from that indicated in the allowance is required.
2. Unit of measurement: cubic yard, compacted in place.
3. Include the following in the unit price:
  - a. #57 Washed Stone materials from Contractor's off-site source.
  - b. Excavation, loading, transport, placement, moisture control and compaction of materials.
  - c. Overhead and profit.
  - d. Allowance shall be based on the unit price quoted in the Proposal.
4. Include all other related costs in the contract sum. Unit price shall not include the excavation of unsuitable soil or rock.
5. Method of measurement: Quantities will be verified by a soils and materials engineer employed by the Owner.
6. **Quantity: 200 cy**

E. **Allowance No. 5:** TRIAXIAL GEO-GRID IN PLACE.

1. Coordinate quantity allowance adjustment with unit price requirements of Division 01 Section "Unit Prices."
2. The above allowance shall be included in the Base Bid.
3. Include the following in the unit price:
  - a. Excavation, loading, transport, and legal disposal of all materials.
  - b. All disposal fees.
  - c. Overhead and profit.
  - d. Allowance shall be based on the unit price in the allowance.
4. Include all other related costs in the contract sum. Unit price shall not include the excavation of unsuitable soil or rock.
5. Method of measurement: Quantities will be verified by a soils and materials engineer employed by the Owner.
6. **Quantity: 1000 sy.**

F. **Allowance No. 6:** ACCESS DOORS AND FRAMES

1. Coordinate quantity allowance adjustment with unit price requirements of Division 01 Section "Unit Prices."
2. The above allowance shall be included in the Base Bid.
3. Include the following in the unit price:
  - a. Overhead and profit.
  - b. Allowance shall be based on the unit price in the allowance.
4. Allowance shall be based on the unit price quoted in the Proposal.
5. Refer to Section 083113: Access Doors and Frames

6. Unit of Measure: 24" W X 24" L
7. **Quantity: 15 units**

G. **Allowance No. 7:** EXISTING CONCRETE SLAB REMOVAL AND REPLACEMENT

1. Coordinate quantity allowance adjustment with unit price requirements of Division 01 Section "Unit Prices."
2. The above allowance shall be included in the Base Bid.
3. Include the following in the unit price:
  - a. Transport, and legal disposal of all materials.
  - b. All disposal fees.
  - c. Overhead and profit.
  - d. Allowance shall be based on the unit price in the allowance.
4. Allowance shall be based on the unit price quoted in the Proposal.
5. **Quantity: 100 SF**

H. **Allowance No. 8:** ACT AND TRACK REMOVAL AND REPLACEMENT

1. Coordinate quantity allowance adjustment with unit price requirements of Division 01 Section "Unit Prices."
2. The above allowance shall be included in the Base Bid.
3. Include the following in the unit price:
  - a. Transport, and legal disposal of all materials.
  - b. All disposal fees.
  - c. Overhead and profit.
  - d. Allowance shall be based on the unit price in the allowance.
4. Allowance shall be based on the unit price quoted in the Proposal.
5. **Quantity: 200 SF**

I. **Allowance No. 9:** TOPICAL MOISTURE VAPOR MITIGATION SYSTEM

1. Allow an amount per square foot for addition moisture mitigation primer for flooring that is not otherwise specified to receive such in the design documents.  
**Quantity: 10,000 SF**

J. **Allowance No. 10:** SIGNAGE.

1. Allow an amount for all materials and installation of signs as specified in Section 101400 Signage.
2. The allowance shall be a lump sum amount as follows and included in the Base Bid.
3. **Lump Sum: \$5,000.00**

K. **Allowance No. 11:** LANDSCAPE

1. Allow an amount for all materials and installation.
2. The allowance shall be a lump sum amount as follows and included in the Base Bid.
3. Allowance is for unspecified Trees, Plants Landscaped areas. Grass seeding/sod is in the base bid.
4. **Lump Sum: \$15,000.00**

L. **Allowance No. 12:** BI-DIRECTIONAL AMPLIFICATION.

1. For purchase and installation of a Bi-Directional Amplification system.
2. **Lump Sum: \$50,000**

M. **Allowance No. 13:** CONTINGENCY.

1. Contingency Allowance shall be provided as follows and the price shall be adjusted based on the actual cost of subcontracts, materials, and labor, excluding overhead and profit.
2. The allowance shall be a lump sum amount as follows and included in the Base Bid.
3. **Contingency: Lump Sum \$950,000**

**END OF SECTION 01 21 00**

## **SECTION 01 22 00 - UNIT PRICES**

### **PART 1 - GENERAL**

#### **RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### **SUMMARY**

- B. This Section includes administrative and procedural requirements for unit prices and effects all prime Contracts.
- C. Related Sections include the following:
  - 1. Division 01 Section "Allowances" for procedures to adjust quantity allowances and quantities of Unit Prices to be included in the Base Bid.
  - 2. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
  - 3. Division 01 Section "Quality Requirements" for general testing and inspecting requirements.

#### **DEFINITIONS**

- D. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased. Unit Prices shall be used to calculate Allowance values.

#### **PROCEDURES**

- E. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- F. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- G. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- H. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

LIST OF UNIT PRICES

- A. **Unit Price No. 1:** UNSUITABLE SOILS REMOVAL AND DISPOSAL OFF-SITE.
1. Purpose: To adjust the contract sum in case a quantity different from that indicated in the allowance is required.
  2. Unit of measurement: cubic yard in place prior to excavation.
- B. **Unit Price No. 2:** REPLACEMENT OF AUTHORIZED EXCAVATION OF UNSUITABLE SOILS OR ROCK WITH OFF-SITE IMPORTED FILL MATERIAL.
1. Purpose: To adjust the contract sum in case a quantity different from that indicated in the allowance is required.
  2. Unit of measurement: cubic yard, compacted in place.
- C. **Unit Price No. 3:** REPLACEMENT OF AUTHORIZED EXCAVATION OF UNSUITABLE SOILS OR ROCK WITH STRUCTURAL FILL.
1. Purpose: To adjust the contract sum in case a quantity different from that indicated in the allowance is required.
  2. Unit of measurement: cubic yard, compacted in place.
- D. **Unit Price No. 4:** REPLACEMENT OF AUTHORIZED EXCAVATION OF UNSUITABLE SOILS OR ROCK WITH #57 WASHED STONE MATERIAL.
1. Purpose: To adjust the contract sum in case a quantity different from that indicated in the allowance is required.
  2. Unit of measurement: cubic yard, compacted in place.
- E. **Unit Price No. 5:** TRIAXIAL GEO-GRID IN PLACE
1. Purpose: To adjust the contract sum in case a quantity different from that indicated in the allowance is required.
  2. Unit of measurement: square yard.
- F. **Unit Price No. 6:** ACCESS DOORS AND FRAMES
1. Purpose: To adjust the contract sum in case a quantity different from that indicated in the allowance is required.
  2. Unit Measurement: 30" W X 36" L
- G. **Unit Price No. 7:** EXISTING CONCRETE SLAB REMOVAL AND REPLACEMENT
1. Purpose: To adjust the contract sum in case a quantity different from that indicated in the allowance is required.
  2. The unit price shall include removal and offsite disposal
  3. Unit of measurement: square feet.
- H. **Unit Price No. 8:** ACT AND TRACK REMOVAL AND REPLACEMENT
1. Purpose: To adjust the contract sum in case a quantity different from that indicated in the allowance is required.
  2. Unit of Measurement: square feet
- I. **Unit Price No. 9:** TOPICAL MOISTURE VAPOR MITIGATION SYSTEM

1. Purpose: To adjust the contract sum in case a quantity different from that indicated in the allowance is required.
2. Unit of Measurement: square feet

SEE SECTION "ALLOWANCES" FOR QUANTITIES TO BE INCLUDED IN BASE BID.

**END OF SECTION 01 22 00**



Unified Middle School of Havelock Addition

Pre-Bid RFI

smith

sinnett

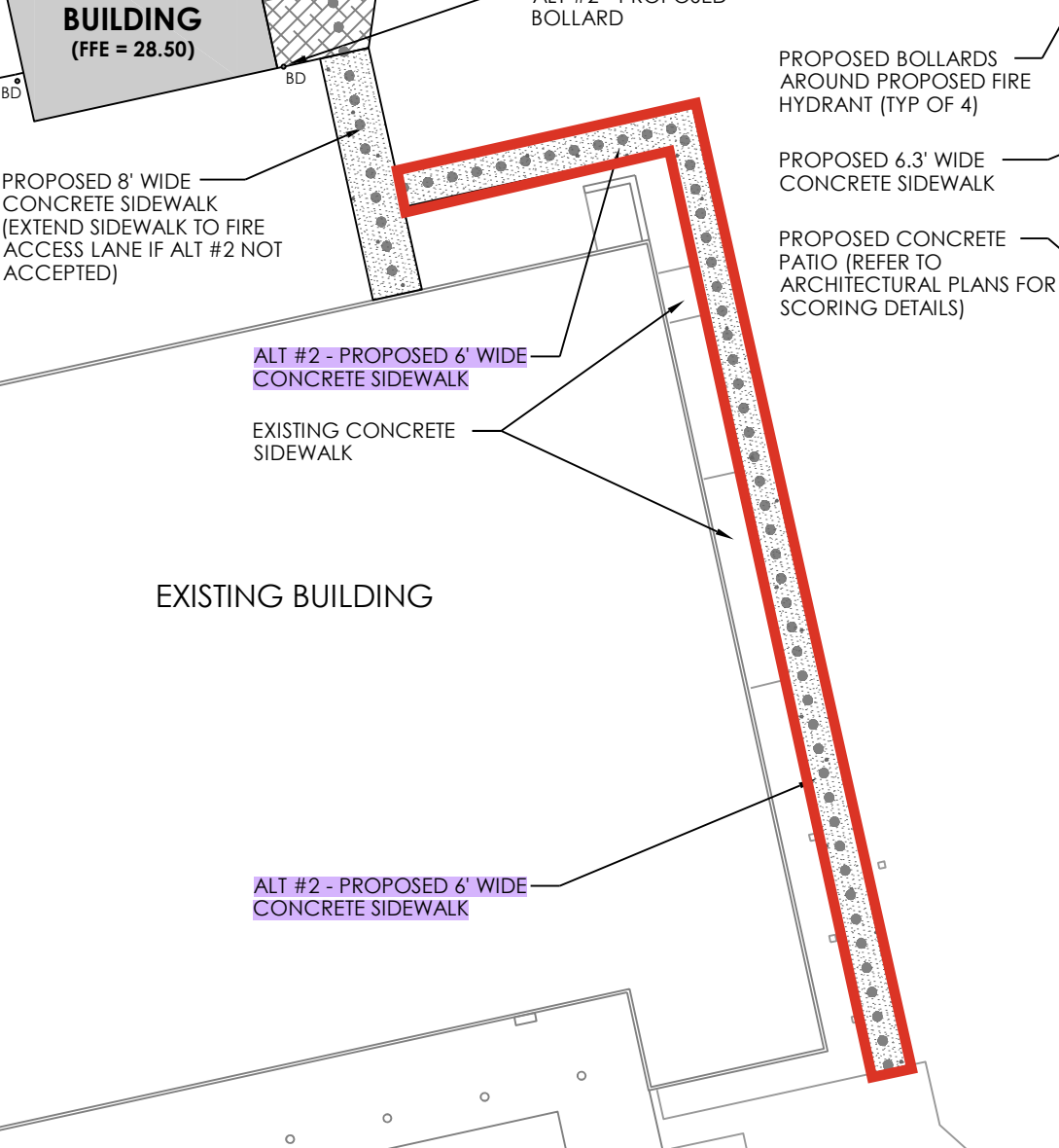
ARCHITECTURE

RFI	Date Received	Submitted By	Assigned To	Response	Associated Revision	Issued
1 Specifications are unclear on the responsibility for the Independent testing agency. Please confirm that the independent agency will be hired and paid by the owner.	5/23/2025	JM Thompson	Arch	Yes, special inspections will be hired and paid by the owner.	-	5/23/2025
2 Sheet C-310 note which calls out for 6' wide sidewalk to be part of alt#2 appears to be in error, sidewalk should be part of base bid. Please clarify	5/23/2025	JM Thompson	Civil	The referenced sidewalk is part of Alternate #2. An exhibit has been provided with this response for clarification.	-	5/23/2025
3 Doors 331B & 420A indicate aluminum door in hollow-metal frames per the door schedule. Please confirm the intent for these units.	5/23/2025	JM Thompson	Arch	Intent is for aluminum door in aluminum frame.	-	5/23/2025
4 Sheet A9-02 Keynote 4, calls out a metal roof system, the elevations seem to indicate a shingle roof system. Multiple details on A9-03 indicate a shingle roof system. Please clarify.	5/23/2025	JM Thompson	Arch	Shingle roof system is design intent, metal roofing is incorrect.	-	5/23/2025
5 PE Storage Bldg, architectural drawings and notes on S9-02 indicate a cold-formed metal truss roof system, however, the cuts 14 & 15/S2.01 indicate a bar joist roof system. Please clarify the design intent.	5/23/2025	JM Thompson	Structural			
6 Sunshade detail 5/A5-11 indicates a mixture of galvanized steel, steel, and aluminum. Please confirm the composition of the components of the sunshades. We also ask that you confirm the AESS Level 3 requirements.	5/23/2025	JM Thompson	Arch	All components shall be galvanized steel. Refer to Steel Tube Institute standards for AESS, as is found here: <a href="https://steeltubeinstitute.org/resources/architecturally-exposed-hollow-structural-sections/">https://steeltubeinstitute.org/resources/architecturally-exposed-hollow-structural-sections/</a>	A5-11	5/23/2025
7 Details 6 & 7/A5-01 indicate reinforced sidewalks, please clarify which sidewalk this detail refers to, as this does not appear in the civil sidewalk details.	5/23/2025	JM Thompson	Arch / Civil			
8 Alternate 1 "New Bus Canopy" please confirm that the new island and sidewalks will be included as part of the base bid and only the canopy structure and foundations are added in alternate 1.	5/23/2025	JM Thompson	Civil	The new islands and sidewalk are included in the base bid.	-	5/23/2025
9 Specification 013200; please confirm that the contractor will be required to submit and maintain a fully "Cost Loaded" progress schedule.	5/23/2025	JM Thompson	Arch	Yes.	-	5/23/2025
10 G1-01, please confirm that temporary egress tunnels are for emergency use only. Please define how far the tunnels should extend beyond the footprint or the additions.	5/23/2025	JM Thompson	Arch			
11 Renovation of the existing buildings calls for significant removal and installation of existing ceiling tiles with the replacement of any damaged tiles. What constitutes damage which will require replacement? Will an inspection be performed before work begins and all damaged existing tiles be replaced prior to our scope of work? Will color and style variations from the original tile and replacement tiles be accepted? This item seems to be extremely subjective and we suggest establishing an allowance for tile replacement.	5/23/2025	JM Thompson	Arch			
12 Are there schedule restraints for working within the existing school?	5/23/2025	JM Thompson	Arch	This will be addressed with the owner at the pre-bid meeting.	-	5/23/2025
13 Please confirm that we are to maintain a current criminal background investigation (CBI) for all personnel who will be onsite.	5/23/2025	JM Thompson	Arch	Yes, adhere to the Jessica Lunsford Act requirements as described in the specs. Form is provided with new General Conditions in Addendum 1	Spec Section 007200	5/23/2025
14 Does the Davis-Bacon Act apply to this contract? Will certified payrolls be required?	5/23/2025	JM Thompson	Arch	No.	-	5/23/2025
15 Will retainage be held on this project and if so at what rate?	5/23/2025	JM Thompson	Arch	Retainage paragraph was omitted in error, specs will be revised.	Spec Section 007300	5/23/2025
16 Are sales tax reports required to be submitted to the owner?	5/23/2025	JM Thompson	Arch	Yes.	-	5/23/2025
17 Spec section 114000 - Food Service Equipment is missing from bid documents, please provide.	5/23/2025	JM Thompson	Arch	This spec section does not pertain to the project but was left on the table of contents in error. Disregard.	-	5/23/2025



18	Structural Drawings doing not call for AESS Level 3, as specified on the architectural drawings (details 1/A1-30 & 5/A5-11 vs 13/S2-00 for example). This could be a significant cost difference and most of the steel fabricators will reference the structural documents only. We request this discrepancy in the documents be clarified.	5/23/2025	JM Thompson	Structural			
19	Sheet C-902 has two separate design details for the firelane paving to be performed under alternate 3. Please clarify which detail is to be followed as part of alternate 3.	5/23/2025	JM Thompson	Civil	The pavement section named "Typical Fire Access Road Section (Alternate #3)" is the final pavement section under Alternate #3. The pavement section named "Typical Construction Fire Access Road Section (Alternate #3)" is the Alternate #3 pavement section that will be used during construction. Under Alternate #3, the contractor will be responsible for removing the excess stone prior to converting to the final pavement section.	-	5/23/2025
20	Note on sheet C-902 states that paving details are provided for reference only and that the contractor is to refer to the geotechnical engineers report for the minimum pavement section designs. We suggest that the civil designer is much more appropriate for evaluating the engineers report and providing the contractors with the proper design. Please advise;	5/23/2025	JM Thompson	Civil	The referenced note will be removed. The pavement sections provided have been shown based on the recommendations of the geotechnical engineer.	-	5/23/2025
21	Please provide detail information on the gates and Knox box to be provided at each end of the firelane. We assume a pipe gate of some configuration. Please advise.	5/23/2025	JM Thompson	Civil			

**BUILDING**  
(FFE = 28.50)



PROPOSED 8' WIDE  
CONCRETE SIDEWALK  
(EXTEND SIDEWALK TO FIRE  
ACCESS LANE IF ALT #2 NOT  
ACCEPTED)

ALT #2 - PROPOSED 6' WIDE  
CONCRETE SIDEWALK

EXISTING CONCRETE  
SIDEWALK

EXISTING BUILDING

ALT #2 - PROPOSED 6' WIDE  
CONCRETE SIDEWALK

PROPOSED BOLLARDS  
AROUND PROPOSED FIRE  
HYDRANT (TYP OF 4)

PROPOSED 6.3' WIDE  
CONCRETE SIDEWALK

PROPOSED CONCRETE  
PATIO (REFER TO  
ARCHITECTURAL PLANS FOR  
SCORING DETAILS)