



Pamlico County School 6-12

BID MANUAL

BID DATE: 7/25/2024

BID TIME: 2:00 PM

METCON, INC.
P.O. Box 1149
763 Comtech Drive
Pembroke, NC 28372
Tele: 910-521-8013
Fax: 910-521-8014

JOB NAME: Pamlico County School 6-12

PROJECT ADDRESS: 601 Main St., Bayboro, NC 28515

PUBLISH DATE: 6/24/2024

CM@R PROJECT NUMBER: 2023044

OWNER: Pamlico County Schools
Henry Rice III
Executive Director of Operations & Administrative Services
507 Anderson Dr.
Bayboro, NC 28515

ARCHITECT: SFL+a
Miyuki Keller
Project Architect
333 Fayetteville St. Ste 225
Raleigh, NC 27601

CONSTRUCTION MANAGER: Metcon
Henry N. Rivera de Jesus, Project Manager
3050 Hammond Business Place Ste 121
Raleigh, NC 27603
919.448.7132
HRivera@metconus.com

PRECON MANAGER: Metcon
Andrea Avery, Precon Manager
3050 Hammond Business Place Ste 121
Raleigh, NC 27603
912.656.1136
Aavery@metconus.com

CMR 00 01 03 - Project Statement

The name of the project is: Pamlico County School 6-12

The Physical address: 601 Main St., Bayboro, NC 28515

The name of the contacting body: Pamlico County Schools

The name of the Construction Manager: Metcon, Inc.
763 Comtech Drive
Pembroke, NC 28372
(910) 521-8013

The name, phone number, and mailing address of an agent authorized by the Construction Manager to accept service of the request for payment bond, the notice of public subcontract, and the notice of claim on payment bond referenced in Subsection B of this section.

Michael Konieczka, Project Executive
Metcon, Inc.
763 Comtech Drive
Pembroke, NC 28372
(910)521-8013

The name and address of the principal place of business of the surety issuing the performance & payment bond required for the construction contract.

Liberty Mutual Insurance
175 Berkley Street
Boston, MA 02116

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CMR 00 11 16 – Invitation to Bid

FOR PREQUALIFIED SUBCONTRACTORS
ON THE
Pamlico County School 6-12

Metcon, Inc. is requesting bids from prequalified subcontractors and vendors on the Construction Bid Packages in accordance with the “Instruction to Bidders”. This solicitation is for

Sealed proposals will be on **7/25/2024 no later than 2:00 PM at 601 Main St., Bayboro, NC 28515** and immediately thereafter publicly opened via **ZOOM** (Please see instruction to bidders) and read for the furnishing of labor materials and equipment for the:

Pamlico County School 6-12

The Pamlico County 6-12 School project will include a new two-story state-of-the-art high school expected to be about 142,000 sq. ft. The core of the building will be structural steel, masonry, and hollow core planks; with an exterior composed of Brick, EIFS, metal wall panels, storefront and curtain wall. Interior finishes will include: LVT, Tile, Epoxy, and athletic flooring. The school will be heated and cooled by a geothermal system.

Pre-Bid Conferences

A Pre-Bid conference will be held on June 27 2024 **At 2:00 PM at 601 Main St., Bayboro, NC 28515 via Zoom (Please see Instruction to Bidders).**

The meeting is also to identify preferred brand alternates and their performance standards that the owner will consider for approval on this project. In accordance with General Statute GS 133- 3, Specifications may list one or more preferred brands as an alternate to the base bid in limited circumstances. Specifications containing a preferred brand alternate under this section must identify the performance standards that support the preference. Performance standards for the preference must be approved in advance by the owner in an open meeting. Any alternate approved by the owner shall be approved only where (i) the preferred alternate will provide cost savings, maintain or improve the functioning of any process or system affected by the preferred item or items, or both, and (ii) a justification identifying these criteria is made available in writing to the public.

Contract Documents

Justification of any approvals will be made available to the public in writing no later than seven (7) days prior to the bid date.

Complete plans, specifications and contract documents will be open for inspection in the offices of:

Metcon Headquarters
763 Comtech Drive
Pembroke, NC 28372

Metcon – Raliegh Office
3050 Hammond Business Place Ste 121
Raleigh, NC 27603

Interested parties may secure project bid documents electronically by contacting:

Ms. Tina Harris
Metcon
(910) 521-8013 ext. 145.
estimating@metconus.com

BIDS WILL BE ACCEPTED FROM PRE-QUALIFIED BIDDERS ONLY. LAST MINUTE REQUALIFICATIONS WILL BE ACCEPTED UNTIL (7) DAYS PRIOR TO BID DATE.

Bidders may request and receive upon request the partial set of documents needed for the scope(s) that

they intend to bid. However, all Bidders are responsible for reviewing all Contract Documents which are available electronically, at the locations noted above, or for purchase. Bids shall be based upon and reference complete Contract Documents. Bids referencing partial documents or with clarifications shall be considered non-responsive.

All bidders are responsible for visiting and reviewing the Project Site and fully reflecting all conditions thereon. The site may be accessed;

Proposals will be received through the formal bid process on this project. See Section List of Bid Packages and Bid Opening Schedule.

Formal Bid Process

Sealed proposals will be received on **7/25/2024 no later than 2:00 PM at 601 Main St., Bayboro, NC 28515**. **All subcontractors are required to drop off their bid package at the bid opening location before 2:00PM OR Mailed-in bids must be received July 24, 2024 by 5:00 PM the day prior to bid to the Raleigh office only.** Raleigh office mailing address: 3050 Hammond Business Place, Suite 121, Raleigh, NC 27603.

Bidders are strongly encouraged to solicit and secure bids from MWSB (Minority, Woman, and Small Businesses Enterprises). All bid forms must be submitted in the sealed envelope labeled for each bid package. Combined bids should be submitted in a separate sealed envelope.

Due to the current pandemic, Metcon will be following new guidelines for construction meetings and live broadcast bid opening via ZOOM. Please see Instructions to Bidders for ZOOM Meeting link and Dial in number as well as meeting ID.

Bid Bonds

Please refer to section CMR 00 43 13 Bid Bond Form. Bid bonds for bids or greater will be required for all bids either in the form of a 10% bid bond or cashier's check in the amount of 10% of the bid. **See and use the Bid Bond Form provided in the bid manual or the AIA 310 Bid Bond Form is acceptable. All bond providers must be licensed to provide services in North Carolina**

Performance and Payments Bonds

Performance and Payment bond may be required above \$100,000 and will be required above \$300,000.00 . Please refer to **Exhibit K** bid form section, listing your performance & payment bond amount. This amount should be included in your base bid unless otherwise specified on the Bid Form. **See and use Performance & Payment Bond Forms provided in the bid manual. All bond providers must be licensed to provide services in North Carolina. In lieu of traditional surety performance and payment bonds, the construction manager may elect to enroll qualified subcontractors into its Subcontractor Default Insurance program, provided the program is online at the time the GMP is established.**

Liquidated Damages

If any of the work is not complete within the time specified in the Contract Documents, it shall be understood and agreed that the subcontractor shall be responsible for liquidated damages per contract documents. **\$1,000.000 per day for each calendar day after Substantial Completion. \$500.00 per day for each calendar day after Final Completion.**

*****The Construction Manager and Owner reserve the right to reject any or all bids and to waive any irregularities in bidding. *****

CMR 00 21 13 - Instructions to Bidders

Documents may be obtained for bidding purposes upon the conditions set forth in the Invitation to Bid. Prequalification is required to submit a bid to the Construction Manager. Public prequalification period has been closed. Should you wish to try and prequalify, please contact Ms. Tina Harris at 910.521.8013. Since the period has been closed, the CM will make every effort to get your firm prequalified, although no guarantees can be made.

All Bidders are responsible for reviewing the complete set of documents. If Contractor utilizes partial sets of proposed Contract Documents, that Contractor shall assume full responsibility for any errors or omissions resulting from the use of incomplete documents.

Upon receipt of Contract Documents, Bidder shall immediately check that all documents listed in “**Exhibit C List of Contract Documents**” are available and included.

Examination of Site and Contract Documents

Before submitting a proposal, a bidder is required to carefully examine the Contract Documents, all Addenda issued prior to the opening of bids, visit the site, note existing conditions and limitations effecting their work to be performed under this Contract and include and qualify all costs for same.

Before submitting a proposal, bidder agrees that he will not make any claim for damages or additional compensation because of lack of information, or because of any misunderstanding, or because of any misinterpretation of the requirements of this Contract.

The Bidder’s attention is directed to Section entitled “**Project Special Conditions**” for a listing of requirements that affect ALL BIDDERS.

Pre-Bid Conferences

On **6/27/2024** a Pre-Bid Conference will be held at **2:00 PM** for the project. The purpose of the conference is for considering questions posed by potential Bidders and to encourage MWSB participation for 1st tier and 2nd tier subcontractors. It is HIGHLY recommended that all Bidders attend.

The pre-bid meeting will be held in person at Pamlico County High School Auditorium –601 Main St. Bayboro, NC 28515 and via Zoom at:

To Join Pre-Bid Meeting:

<https://metconus.zoom.us/j/9105218013?pwd=6JIHPMZ3VkSO04568L97Cu812mzsOn.1&omn=82532904780>

Or dial in phone number: +1 646 876 9923 US (New York)

Meeting ID: 910 521 8013

Passcode: 8013

Representatives of the Project team will be available to answer questions. All questions in reference to this project must be submitted electronically to the Preconstruction Manager, Andrea Avery aavery@metconus.com in the form of an RFI, no later than **July 12, 2024 by end of business**.

Explanation to Subcontractor

In the event of discrepancies, omissions, or errors in the Contract Documents, or in the event of doubt on the part of a subcontractor as to their intent of meaning, the bidder shall direct, **IN WRITING** to:

Metcon, Inc., attention of:

Andrea Avery , Aavery@metconus.com

Where appropriate, interpretations will be confirmed by Addenda to the bid documents to all Bidders who have been issued documents. Directions received from other parties and not confirmed via Addenda shall not be considered. Such Addenda issued during the bidding period shall be acknowledged on the Proposal Form and shall be included in the Contract at the time of award.

All addenda issued shall take precedence over the portions of the proposed Contract Documents concerned. Except in unusual circumstances, Addenda will be issued to reach the Bidder not later than **07 days prior** to the day set for receiving bid proposals. Clarifications may be issued right up to the day before the bid. Each Bidder shall acknowledge receipt of each Addendum in the space provided on the Proposal Form.

Substitutions

The attention of potential Bidders and other interested parties is called to the requirements and conditions set forth in the Specifications regarding product options and prior approval for any and all substitutions. Any approved substitution shall be announced via Addenda. Substitutions are considered any request for products and or manufacturers which are not listed as a Basis of Design in any given specification section.

Schedule

The attention of the Bidder is directed to **“Project Schedule”** and **“Project Logistics Plans”** included in the Contract Documents. The subcontractor will be required to participate in schedule reviews and compliance with all schedule requirements in the Contract. The successful bidder shall be prepared to show evidence of their firm’s capability to perform the work with adequate supervision, manpower, materials, and equipment.

Form of Contract

The successful Bidder is required to execute an Agreement between the Construction Manager and Subcontractor in accordance with Section **“Subcontract Agreement”** and **“Exhibit A through Exhibit N”** subcontract forms included as part of the Contract Documents.

After the CM has received approval from the Owner, the successful Bidder shall receive a Notice of Award. Upon receipt of the Notice of Award, the Bidder shall.

- 1) Submit all required Bonds on the forms provided in the Contract Documents.
- 2) Submit all insurance certificates as prescribed in the Contract Documents.
- 3) Execute the contract as provided.

Failure to complete these requirements within Seven (7) calendar days after Notice of Award may be considered default under the obligation of the contract and bid security, if any, may be forfeit. Failure or refusal to furnish bonds, if required, and insurance policies or certificates, schedules of values or other documents in a form satisfactory to the Construction Manager will not be considered an allowable cause for delay.

Bidder Qualifications

BIDS WILL BE ACCEPTED FROM PRE-QUALIFIED BIDDERS ONLY. PREQUALIFICATIONS WERE PUBLICALLY ADVERTISED AND DUE FOR SUBMISSION BY **5/16/2024**. LAST MINUTE REQUESTS FOR PREQUALIFICATION WILL BE ACCEPTED UNTIL AND ARE AVAILABLE BY CALLING THE CM’S OFFICE AT 910.521.8013. No consideration will be given to Bidders’ Qualifications if adequate time for review is not available to the Construction Manager.

Formal Bid Package Procedures

For a proposal to be considered it must be in accordance with following instructions:

Proposals

Proposals must be made in accordance with the Form of Proposal provided **“CMR 00 41 00 BID Proposal Form”**, and all blank spaces for bids, alternates, and unit prices applicable to Bidder’s Scope of Work shall be properly filled in. When requested alternates are not bid, the proposal detached from specification will be considered and will have the same force and effect as if attached there to. Faxed and/or Email proposals will not be considered. Numbers shall be stated both in writing and in figures for the base bid and alternates.

The proposal shall include the following:

- a. Bid Checklist
- b. Bid Proposal Form
- c. Identification of Minority Business Participation form
- d. MBE Affidavit A (Listing of Good Faith Efforts) or Affidavit B (Intent to Perform Contract with Own Workforce)

e. Form of Bid Bond or Cashiers Check

Any modifications to the Bid Proposal Form, including alternates and/or unit prices, may disqualify the bid and may cause the bid to be rejected.

The Bidder shall fill in the Bid Proposal Form as Follows:

- a. If the documents are executed by a sole Owner, that fact shall be evidenced by the work "Owner" appearing after the name of the person executing them.
- b. If the documents are executed by a partnership, that fact shall be evidenced by the word: Co-Partner" appearing after the name of the partner executing them.
- c. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signature. The seal of the corporation shall be impressed on each signature page of the documents.
- d. If the proposal is made by a joint venture, it shall be executed by each member of the joint venture in the above form for sole Owner, partnership or corporation, whichever form is applicable
- e. All signatures shall be properly witnessed
- f. If the Contractor's license of a Bidder is held by a person other than an Owner, partner or officer of a firm, then the licensee shall also sign and be party to the proposal. The title "Licensee" shall appear under his/her signature.

Proposals shall be addressed as indicated in the Notice to Bidders and shall be delivered, enclosed in an opaque sealed envelope, marked "SEALED BID, DO NOT OPEN" and bearing the project name, bid package number, name of the Bidder, address of Bidder, and the Contractor's license number if applicable. Bidders shall clearly mark on the outside of the bid envelope which Bid Package they are bidding.

Bidder shall 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 or an affidavit indicating Work under Contract will be self-performed, as required by NCGS 143-128.2© and NCGS 143-128.2(f). Failure to comply with these requirements is grounds for rejection of the bid. The apparent low bidder and any other Bidder so requested, will within seven (72) hours after the bid opening submit an affidavit that includes a description of the portion of Work to be executed by minority businesses, which is equal to or more than the applicable goal, or submit an affidavit documenting the Contractor's good faith efforts to meet the goal.

It Shall be the specific responsibility of the Bidder to deliver his bid to the proper official at the selected place and prior to the announced time for the opening of bids. Late delivery of a bid for any reasons, including delivery services, shall disqualify the bid.

Submission of Proposals

HAND DELIVER and submit original proposal, sealed in an enveloped plainly marked on the outside as a bid, at bid time to:

BID AT: 601 Main St., Bayboro, NC 28515
 BID TIME: 7/25/2024 at 2:00 PM
 FOR: Pamlico County School 6-12
601 Main St., Bayboro, NC 28515
The Name of the Bidder
License Number of the bidder
 (Bid Package Number)
 (Bid Package Name)

All subcontractors are required to drop off their bid package at the bid opening location before 2:00PM OR Mailed-in bids must be received July 24, 2024 by 5:00 PM the day prior to bid to the Raleigh office only. Raleigh office mailing address: 3050 Hammond Business Place, Suite 121, Raleigh, NC 27603.

Due to the current pandemic, Metcon will be following new guidelines for construction meetings and live broadcast bid opening via ZOOM.

To Join Zoom Meeting for Bid opening:

<https://metconus.zoom.us/j/9105218013?pwd=6JIHPMZ3VkSO04568L97Cu812mzsOn.1&omn=86565190645>

OR Dial-in Phone Number: +1 646 876 9923 US (New York)

Meeting ID: 910 521 8013

Passcode: 8013

DUE TO POSSIBLE DELAYS IN US POSTAL OR DELIVERY SERVICES, IT IS HIGHLY RECOMMENDED THAT BIDS BE HAND DELIVERED, OR SENT VIA EXPRESS MAIL OR DELIVERY SERVICE WITH SUFFICIENT TIME TO GUARANTEE DELIVERY. It is solely the Bidder's responsibility to assure that the bids arrive by the date, time and location stipulated in the Invitation to Bid. **Late Bids are subject to rejection.**

Withdrawal of Proposals

The Bidder may withdraw his bid proposal, either personally or by written request, at any time prior to the time scheduled for opening of proposals. No Bidder may withdraw his proposal without the Construction Manager and Owner's consent for a **period of ninety (90) days** after the proposals have been opened, and all proposals shall be subject to acceptance by the Owner during this period.

Acceptance or Rejection of Bid Proposals

The Owner, Construction Manager, and Architect reserve the right to reject any and all bid proposals and to waive any informalities and irregularities in the bid proposals and the bidding process.

If awarded, the Subcontract will normally be awarded to the Bidder who has proposed the lowest contract sum and is the most responsible responsive bidder. However, the Owner, Construction Manager, and Architect reserve the right to award a Contract to the Bidder considered best qualified for the work and may therefore select a Bidder who has proposed other than the lowest Contract Sum. The Construction Manager may make such investigations, as they deem necessary, to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Construction Manager all such information and data for this purpose. The Construction Manager reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Construction Manager that such Bidder is properly qualified to carry out the obligations of the Subcontract. Unit Prices and Alternates are to be responsive. Non-responsive unit prices or alternate pricing will be evaluated in determining if any overall bid is non-responsive.

It is the intent of the Owner and CM to evaluate and award the work package(s) on the basis of "Base Bid" for each bid package. Alternates may be used in numerical order to determine the low bid amount. The Owner and CM may elect to exercise the right to accept any or all of the Alternates listed in the Bid Manual and Proposal Form for the various bid packages. The alternates as listed will remain open for the duration of the bid proposal. Additive alternates may be used in determining award. Any utilization of additive alternates is to be for determination only of work value if subsequently accepted and incorporated. However, the Owner, Construction Manager, and Architect also may reject any of the alternates set forth in the proposed Contract Documents.

I. SAFETY

- A. Maintaining Site Safety will be the primary goal of all construction operations. Each contractor is responsible for the environmental, health, and safety of their works, subcontractors, visitors, and suppliers at the project site in accordance with statutory requirements, and provisions of this contract document. All subcontractors are to provide a detailed safety plan for review and comment prior to commencing work. This plan shall conform to the Construction Manager's, (CM's) environmental, health, and safety goals and detail how all potentially hazardous operations will be managed to maintain a safe environment for onsite workers, surrounding university population, and the general public. CM's site-specific safety and health procedure for this project is contained in Exhibit "J".
- B. Each Subcontractor will work in compliance with all federal and state OSHA standards, as well as any Construction Manager and Owner policies.
- C. Any worker found violating a safety standard will be asked to stop and abate the hazard immediately. At this point, the worker will be issued a written warning by CM's Superintendent. In the event the same worker is found violating the same or another safety standard, the worker will be asked to leave the site for three (3) days and fines may be assessed per the project safety and health procedure manual. In the event representatives of the CM still feel that continued individual or crew safety performance is not improving, the subcontractor will be asked to replace the supervision onsite.
- D. The subcontractor and their employees must attend the weekly safety meetings presented by the CM's Superintendent. A mandatory safety orientation will take place before work begins, all employees must be present and attend. **NO SUBCONTRACTOR WILL BE ALLOWED TO PERFORM WORK UNTIL MANDATORY SAFETY ORIENTATION IS COMPLETED ON-SITE AND EACH EMPLOYEE HAS RECEIVED A HARD HAT ORIENTATION DECAL THAT SHALL BE WORN AT ALL TIMES.**
- E. Subcontractor shall provide a list of all sub-tier subcontractors prior to beginning work in the form of a Tier notification letter. The sub-tier subcontractor shall be made aware of all of CM's safety policies and insurance requirements and expectations prior to beginning work. All sub-tier subcontractors will be held to the above policies and shall cooperate with CM's safety supervision. In addition, **MANDATORY SAFETY ORIENTATION IS TO BE COMPLETED ON-SITE AND EACH EMPLOYEE MUST RECEIVE A HARD HAT ORIENTATION DECAL THAT SHALL BE WORN AND DISPLAYED AT ALL TIMES.**
- F. Subcontractor shall fully indemnify and reimburse CM against any fines or penalties issued to CM due to the failure of Subcontractor or its sub-subcontractors to perform in a safe and compliant manner.
- G. Failure to abide by CM's safety requirements will be considered a breach of the contract and can subject the Subcontractor to various disciplinary actions including, but not limited to, termination. See Termination of Subcontractor, of the Subcontract.
- H. The foregoing Contractual Safety Requirements are in addition to and not in lieu of, any requirements set out elsewhere in the contract documents.
- I. The subcontractor and subcontractors second tier subcontractors **SHALL HAVE A COMPETENT PERSON ON SITE AT ALL TIMES.** In the event that a sub-tier is on site; the subcontractor **SHALL HAVE A COMPETENT PERSON ON SITE AT ALL TIMES.** This competent person will have the knowledge and ability to access and enforce OSHA standards in relation the scope of the subcontractor's work.
- J. Subcontractor will ensure that all his work and jobsite practices conform to all federal, state and local environmental, health, and safety requirements. Each subcontractor is required to submit their Site-Specific Safety Submittals (Reference Exhibit "J") for review and approval prior to start of work on site. In addition, the subcontractors must attend the Safe Start meeting prior to mobilization and comply with CM's Environmental, Health, and Safety program. The Subcontractor will maintain

an aggressive accident prevention program including Personal Protective Equipment (PPE), Hazardous Communication Program, weekly toolbox meetings employee orientation and training, audits/inspections, fall protection, and proper use of tools. The “safety representative” shall conduct and document daily environmental, health, and safety audits/inspections, identify unsafe conditions or work practices, and provide appropriate corrective measures in a timely manner. Copies of the audit/inspection reports will be forwarded to CM. Any persons not conforming to strict environmental, health, and safety violations observed on the site, shall cause the offending subcontractor’s work to be halted due to serious environmental, health, or safety violations, and the Subcontract General Conditions shall be strictly enforced.

- K. All contractors and their respective subcontractors will be required to wear a Safety Site Specific Orientation Decal supplied by the Construction Manager, CM, which contains an identification number of the employee. The sticker will be placed on the hard hat and worn in plain view by the employee at all times.

II. **SITE CONDITIONS**

- A. Access to the site is directed by CM. Refer to the Project Logistics Plan, CMR 00 35 00 Site Logistics Plans or civil drawings for the proposed access road and construction laydown areas. Subcontractor shall not be allowed to use any other Owner property.
- B. Traffic Control and site access to an occupied, active site and its services or adjacent properties is to remain a TOP PRIORITY. All equipment, material delivery and manpower shall be managed and operated under strict control to assure no interference with public and traffic adjacent to the work site. Each Subcontractor shall be held fully responsible for coordinating and directing their personnel; equipment, and material during off peak traffic cycles. Traffic on public streets shall not be interfered or delayed. No vehicles are to exceed the site speed limit. The Subcontractor shall be held fully responsible for any damage caused by their operators. Subcontractor shall use only designated entrances to the project site as authorized and coordinated with the Construction Manager. Subcontractor to provide adequate and trained personnel for flagging traffic control as required for their material shipments. If required CM will provide or supplement these personnel with the cost to be borne by the subcontractor.
- C. Subcontractor shall be responsible for cleaning of all personnel vehicle, equipment and delivery truck tires prior to exiting the site. Subcontractors shall be responsible for cleaning of contaminated site entrances and public streets caused by the performance of their work. Subcontractor shall provide adequate dust control specifically generated in performance of their work.
- D. Subcontractor is responsible for all means of hoisting required in the performance of his work, and stocking of materials to be incorporated into the work. Special temporary measures required by Subcontractor to access the building or other portions of the site are the responsibility of the Subcontractor. Subcontractor will coordinate the location of any temporary areas made available for interim staging of materials with CM Supervision and interface with other operations as required to allow the overall prosecution of the work. Subcontractor remains responsible for his items/materials located within the project, until time of Substantial Completion. Staging areas shall be designated as construction and laydown areas on the civil drawings.
- E. Communications by construction personnel with students, university staff, or faculty personnel is prohibited and will be grounds for immediate dismissal. Supervision communications to be routed through CM & CM Superintendent.
- F. Due to limited space at the site, subcontractor is hereby notified that temporary storage of material will be limited and strictly controlled by CM’s superintendent. Prior to making or scheduling any delivery to the site, subcontractor will coordinate such with the superintendent and make provisions for having the necessary equipment and manpower to unload and distribute his materials. Failure to abide by this shall constitute cause to send such materials back. Temporarily stored materials shall be located with-in the limits of areas designated as construction and laydown areas on the civil drawings.

III. GENERAL

- A. The term “provide” as used in the Bid Scope of Work descriptions shall be described as all labor, materials, and equipment necessary for a complete and functional installation.
- B. Each Subcontractor is to provide a personnel member with authority who will report directly each day to the CM’s project superintendent to discuss and coordinate schedules, manpower, safety, material handling, cleanup, etc. A daily subcontractor’s report is also required to be delivered to the job office each day. The report will include listing the number of men and describing their respective work activities for the previous day. A daily schedule update will be required at the job office each day. This on-site schedule board will be used to update everyone on the daily progress towards completion dates and milestones.
- C. Subcontractors shall have primary responsibility and liability for any damages or losses which may have incurred, specifically including but not limited to, damage or deterioration of his installed work from unidentified causes.
- D. Owner/CM shall not be held responsible for damage, loss, or vandalism of subcontractor’s tools, equipment, and materials and of in-place work until Substantial Completion of overall project.
- E. Unless specifically addressed elsewhere in this agreement, Subcontractor shall finish all hoisting required to perform its work and shall coordinate same with the CM. Subcontractor will be responsible for all unloading of materials and equipment and loading onto hoist and/or cranes. Subcontractor shall exercise due and proper care when loading and unloading materials and/or equipment and shall meet or exceed all safety requirements, including those of OSHA.
- F. Any changes of scope requiring additional cost or time from the owner must be submitted on the project Cost of Change Worksheet with all associated required information.
- G. The subcontractor shall clean up debris, scrap material and other trash resulting from their scope of work **as work progresses**. Trash and debris shall be segregated and place in receptacles provided by others. This shall include all break and lunch trash generated by the Subcontractors personnel.
- H. Mandatory attendance is required for project meetings as requested by CM Supervisory personnel.
- I. Within 7 days of Subcontract award, submit a schedule of major material delivery dates and update the dates at scheduled progress meetings.
- J. This Subcontractor will cooperate in the resolution and coordination of conflicts with other trades.
- K. Restrictions on Asbestos use: All Contractors shall certify, and shall furnish adequate manufacturer’s certification, that no new materials used in the construction of this work contain any form of asbestos. Abatement containment areas will not be breached or damaged.
- L. Any penalty assessed to the Contractor or Owner as a direct result of this Subcontractor’s work will be charged to the Subcontractor, including any OSHA safety fines that are caused by the Subcontractor or his personnel.
- M. If the Owner or Engineer assesses re-inspection costs for punch list reviews after a second inspection due to this Subcontractor’s deficiencies, that cost will be assessed to the Subcontractor.
- N. Any penalty assessed to the CM by the owner due to delays directly attributable to the Subcontractor’s work will be assessed to the Subcontractor.
- O. All areas of the project disturbed by the Subcontractor’s work shall be restored to the condition in which the area was prior to the start of that work.
- P. Subcontractor is responsible for protecting his work from damage by other trades.
- Q. Profanity or other offensive actions will not be tolerated at the project. Violators will be directed to leave the site.
- R. The Subcontractor is cautioned to protect all concrete floors from stains. After slab-on-grade installation: no eating, drinking, tobacco chewing, smoking, or mechanical lifts will be permitted inside the building. Any damage to concrete flooring attributable to the Subcontractor’s employees will be cleaned or replaced at the Subcontractor’s expense.

- S. No radios or audio equipment will be permitted to be used on the project during work hours. Failure to comply will result in direction for the violator's replacement by other personnel.
- T. **Work hours other than the normal 50 hour, 5-day work week shall be expected and reviewed in advance by CM supervisory personnel to meet the project schedule. Subcontractor scopes of work that are identified on the Critical Path of the project schedule should expect a six (6) day per week, ten (10) hours per day schedule.**
- U. All Owners' facilities are off limits to construction personnel. This includes toilets, break areas, snack bars, cafeterias, vending machines, etc. Breaks are only allowed in specifically designated areas. Sanitary facilities have been provided for your use. DO NOT relieve yourself anywhere else. This will be grounds for immediate termination.
- V. Use only routes to and from construction areas as directed by the CM. Anyone outside these designated areas will be removed from the job.
- W. Do not interact or talk with the Owner's staff, except when the discussion is related to the work or in case of any emergency.

SITE RULES

- A. All construction personnel will always be required to wear HARD HATS & SAFETY VESTS bearing their company name and logo prominently during construction. **100% fall protection is required above six feet (6'), including on any lift equipment.**
- B. Proper clothing must be worn at all times (i.e. long pants, shirts with sleeves, sturdy heavy work shoes, etc.).
- C. Microwaves are prohibited on jobsites.
- D. Properly dispose of all trash generated at lunch break times.
- E. Do not whistle, shout, or cat call at the general public or Owner's employees or students.
- F. No radios, or headphones not limited to Bluetooth for phone or radio are allowed on the jobsite. Safety includes hearing protection and hearing any warnings.
- G. All Subcontractors will take measures to keep noise levels to a minimum on the construction site.
- H. Ground Fault Circuit Interrupters must be used with all receptacles that are not part of the permanent wiring. This includes the use of extension cords. All extension cords must meet OSHA regulations as prescribed in subpart "K" (SJ, SJO, SJT, SJTO, S, SO, ST, STO).
- I. Each employee must be trained on ladder safety. Stepladders must be fully extended, and employees may not sit or stand on the top or top step of any stepladder. Extension ladders must be firmly supported and secured.
- J. A-frames ladders are prohibited, platform ladders or podium ladders only.
- K. Aisles and passageways must be kept clear at all times.
- L. Each Subcontractor must provide required training for his employees (hazard communication, fall protection, forklift operator, etc.), and documentation provided.
- M. SDS must be provided to CM for all chemicals used or stored at this jobsite.
- N. All manufacturers machine guarding will be in place at all times. This includes table saws, chop saws, and grinders.
- O. Eye and face protection must be utilized with any type of abrasive grinding or cutting.
- P. All employees are expected to attend CM weekly safety meetings.
- Q. All federal, state, and local regulations must be strictly followed.
- R. All employees must be aware that the Owner's employees, visitor, and the general public in the area are not concerned with construction hazards. All areas must be constantly kept free of all hazards.

- S. CM strictly prohibits the use, possession, distribution, or influence of alcohol and all controlled substances on its premises, facilities, or work sites.
- T. Firearms are not permitted on job grounds at any time.
- U. No smoking inside building or storage areas
- V. All employees shall be provided fresh clean water at all times, with individual cups and a trash container. The common drinking cup is prohibited.
- W. CM will ask any Subcontractor with employees who do not adhere to the above regulations to remove those employees from the project. Subcontractors with repeat violations will not be invited to bid future work.
- X. **Pamlico County School 6-12 may require additional safeguards for any cutting, welding, brazing, or any open flame work. A one (1) hour, manned, fire watch is required at the completion of any work during the workday that involves such activities.**

PROPERTY INSURANCE

- A. The Owner or the CM shall provide Builders' Risk Insurance for 100% of the contract amount. This insurance shall include the interests of the Owner, the CM and Subcontractors of all tiers and insure against perils of Fire, Lightning, Wind, Vandalism, Collapse, and Theft coverage at a minimum. When requested in writing, the CM shall provide the Subcontractor with copies of the Builders' Risk policy/policies in effect for the Project. The CM shall notify the Subcontractor if the required property insurance policies are not in effect.
- B. If the required property insurance is not in effect for the full value of the Subcontractor's work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.
- C. Subcontractor's materials and equipment required for the Subcontractor's work, which are stored off site or in transit and not covered by the Project property insurance, shall be the Subcontractor's responsibility to maintain. The Subcontractor has the right to submit for payment for stored materials as prescribed in the contract.
- D. The Builders' Risk policy will have a deductible of \$10,000. In the event of loss under the policy the Owner or the CM shall pay the deductible. However, if the loss is the theft of Subcontractors' materials on site the deductible shall be allocated to each Subcontractor as the ratio each Subcontractor's loss bears to the total amount of the loss.

PLANS AND SPECIFICATIONS & REPORTING

- A. The CM will provide each subcontractor one set of electronic Contract Documents at no cost. Additional drawings as required for the performance of the subcontractor's work are available at cost.
- B. Subcontractor will provide CM with a daily report of his work activities no later than 9:00 AM of the following business day. Such report shall list the personnel and equipment subcontractor had on the project site that day, the area of the project worked on and the nature of the subcontractor's work. Such report shall also list any accidents that occurred that day (including near misses), visitors the subcontractors had on the site that day, any inspections requested or performed that day, any testing performed by the subcontractor and any quality control issues that subcontractor encountered. The daily report shall not be considered adequate notice to the CM of any delays encountered, unforeseen conditions, extra work undertaken, etc. Such items may be noted on the report, but Subcontractor shall provide CM with proper written notice of such items in accordance with the notice provisions of the Contract Documents.

ENGINEERING/LAYOUT

- A. Each Bidder must include in his proposal all costs for engineering, surveying, and field measurements, which will be required to complete his work. Two (2) intersection base lines and two (2) benchmarks along with the building corners will be provided on site prior to foundation construction. Maintenance of established baselines and benchmarks will be subcontractor's responsibility. The subcontractors will be responsible to protect and avoid the established baselines and benchmarks. Any maintenance, if required, shall be performed by the CM's surveyor and the subcontractor responsible for damage shall be responsible for all costs to re-establish the baselines and benchmarks.

SITE CLEAN-UP

- A. **Subcontractors, on a daily basis, shall clean his work areas and deposit, daily all trash and debris generated by him, into a dumpster container placed on site, which will be provided by Construction Manager.** No toxic or otherwise illegal items are to be disposed of in this dumpster. Construction Manager is responsible for servicing/unloading of the dumpster and retains the right to disallow disposal of unusually heavy or bulk items from being disposed of through this dumpster. Burning or dumping of any rubbish, debris or waste materials on the jobsite or adjoining properties is strictly prohibited. **Any subcontractor failing to abide by this article, upon twenty-four (24) hours written notice by the CM, will be back charged for all costs associated with the collection of his debris and clean-up of his areas.**

VI. RESPONSIBILITY FOR COMPLETION

- A. The Subcontractor shall furnish such manpower, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations and Sundays and Holidays, as may be necessary to insure the progress and completion of the Work in accordance with the approved and currently updated progress schedule and if it becomes apparent from the current schedule that the Work will not be completed within the Contract Time, the Subcontractor agrees that he will. As necessary, take some or all of the following actions at no additional cost to the Construction Manager or Owner, as required to eliminate the backlog of Work.
- B. Increase manpower in quantities and crafts as necessary
- C. Increase the number of working hours per shift, shifts per day, and working days per week, the amount of equipment, or any combination of the foregoing.
- D. Reschedule activities to achieve maximum practical concurrence.
- E. The Construction Manager may require the Subcontractor to submit a recovery schedule demonstrating his program and proposed plan to make up lag in scheduled progress and to ensure completion of the Work within the Contract time. If the Construction Manager finds the proposed plan not acceptable, he may require the Subcontractor to submit a new plan. If actions taken by the Subcontractor or the second plan proposed are not satisfactory, the Construction Manager may require the Subcontractor to take any of the actions set forth in the Subcontract without additional cost to the Construction Manager or the Owner, to make up the lag in scheduled progress.
- F. Failure of the Subcontractor to substantially comply with the requirements of the Subcontract may be considered grounds for a determination by the Construction Manager and the Owner, pursuant to the Subcontract Agreement, that the Subcontractor is failing to prosecute the Work with sufficient diligence to ensure its completion within the Contract time.

VII. LIQUIDATED DAMAGES FOR DELAY

- A. The damages incurred by the Construction Manager due to the Subcontractors failure to complete the Work within required Milestone dates and the Contract Time, including any extensions thereof, shall be in the amount set forth in the Owner-Construction Manager Agreement. For each consecutive calendar day beyond the Contract Time (Sundays and all Holidays included) for which the Subcontractor shall fail to complete the Work.
- B. In the event that Liquidated Damages are assessed by the Owner against the Construction Manager, Subcontractor shall be liable for that portion of the damages attributable to Subcontractor's failure to meet completion and milestone dates. Construction Manager will provide written notice should Subcontractor delay the work.
- C. This section does not eliminate the Subcontractors responsibility to comply with the local noise ordinances and all other applicable laws, regulations, rules, resolution and permit requirement.

VIII. WAIVERS OF SUBROGATION

- A. The Contractor and Subcontractor waive all rights against each other and the Owner, the Architect, separate contractors, and all other subcontractors for loss or damage to the extent covered and paid for by Builder's Risk or any other property or equipment insurance except such rights as they may have to the proceeds of such insurance; provided, however, that such waiver shall not extend to the acts of the Architect, if any. Upon written request of the Subcontractor, the Contractor shall provide the Subcontractor with either (1) a copy of the Builder's Risk policy of insurance, (2) a Certificate of Insurance identifying coverage, or (3) any other property insurance in force for the Project and procured by the Contractor. The Subcontractor shall satisfy itself as to the existence and extent of such insurance prior to commencement of the Subcontractor's work. If the Owner or Contractor has not purchased Builder's Risk insurance for the full insurable value of the Subcontractor's work less the applicable deductible, then Subcontractor may procure such insurance as will protect the interests of the Subcontractor, its subcontractors and their subcontractors, in the work, and, by appropriate Subcontract Change Order, the cost of such additional insurance shall be reimbursed to the Subcontractor. If not covered under the Builder's Risk policy of insurance or any property or equipment insurance required by the Contract Documents, the Subcontractor shall procure and maintain at the Subcontractor's own expense property and equipment insurance for portions of the Subcontractor's work stored off the site or in transit and for Subcontractor's tools and equipment located on the site.
- B. Subcontractor waives all rights against Contractor, the Owner, the Architect, and all other subcontractors for loss or damage to the extent covered and paid for by insurance Subcontractor is required to furnish under this Agreement.

IX. REFERENCES TO CONTRACT DOCUMENTS

Subcontractor is to refer to other sections for additional supplementary General Condition Items, which are incorporated into the Subcontract Agreement

BID OPENING SCHEDULE
Thursday July 25, 2024, at 2:00 PM

- BP0150 General Trade
- BP0170 Final Cleaning
- BP0240 Demo & Abatement
- BP0330 Turnkey Concrete
- BP0340 Hollow Core Planks
- BP0400 Turnkey Masonry
- BP0510 Structural Steel
- BP0550 Ornamental Metals
- BP0710 Dampproofing, Waterproofing, & Joint Protection
- BP0724 EIFS
- BP0740 Wall Panels
- BP0750 Turnkey Roofing
- BP0780 Fire & Smoke Protections
- BP0810 Doors, Frames & Hardware
- BP0833 Specialty Doors (Coiling Doors & Grilles & Garage Doors)
- BP0840 Aluminum Windows - Entrance - Storefront - Curtainwall
- BP0920 Metal Framing and Gypsum Board Assemblies
- BP0930 Ceramic Tile
- BP0950 Acoustical Ceilings & Panels
- BP0960 Resilient Flooring & Carpet
- BP0962 Athletic Flooring
- BP0967 Epoxy Flooring
- BP0990 Painting & Coatings
- BP1014 Signage
- BP1020 Interior Specialties
- BP1050 Storage Specialties
- BP1073 Awnings & Canopies
- BP1140 Food Service Equipment
- BP1166 Athletic Equipment
- BP1220 Window Treatments
- BP1230 Manufactured Casework
- BP1266 Telescoping Bleachers
- BP1420 Elevators
- BP2100 Fire Suppression
- BP2200 Plumbing
- BP2300 Heating, Ventilating, And Air Conditioning (HVAC)
- BP2351 Geothermal System
- BP2600 Electrical
- BP3100 Turnkey Sitework
- BP3164 Deep Foundations
- BP3231 Fence & Gates
- BP3290 Landscaping
- BP4814 Photovoltaic Panels

CMR 00 31 13 - Bid Opening Schedule

Time: **7/25/2024 at 2:00 PM (Please refer to CMR 002413 List of Bid Packages for specific time of bid opening)**

Location: Pamlico High School Auditorium
601 Main St., Bayboro, NC 28515

Hand Delivery on Bid Day:

Andrea Avery and/or Henry Rivera
601 Main St., Bayboro, NC 28515

All subcontractors are required to drop off their bid package at the bid opening location before 2:00PM **OR Mailed-in bids must be received July 24, 2024 by 5:00 PM the day prior to bid to the Raleigh office only.** Raleigh office mailing address: 3050 Hammond Business Place, Suite 121, Raleigh, NC 27603.

Bid opening will be done via Zoom under new guidelines for construction meetings:

To join Bid Opening Zoom Meeting:

<https://metconus.zoom.us/j/9105218013?pwd=6JIHPMZ3VkSO04568L97Cu812mzsOn.1&omn=86565190645>

OR Dial-in Phone Number: +1 646 876 9923 US (New York)

Meeting ID: 910 521 8013

Passcode: 8013

CMR 00 31 13.33 - Project Schedule

Please see **Exhibit D Project Schedule** for activities, duration and critical path. Dates are subject to change based upon Notice to Proceed from the Owner.

The standard work week shall be five (5) days (Monday through Friday). Each workday shall be ten (10) hours per day. However, work weeks shall expand to include Saturday and/or Sunday as required to recover weather days as needed and/or meet the project schedule as determined by the Construction Manager.

The following page indicates the site logistical planning. Please note the location of the main construction entrance and construction parking. We need everyone to ensure they provide the utmost care and consideration to the surrounding buildings and students during our construction phase. All traffic and/or visitors will be required to park in the designated construction parking and report to the construction trailer before entering any gates to the sites.

Daily deliveries and work plans will be required to ensure we are maximizing all of the laydown space we have been provided. **Due to the active campus adjacent to the project, access for deliveries will not be allowed between 7:30-8:30 AM and 2:30-3:30 PM on days when school is in session. Delivery gates will be closed during these times.**

Bid Checklist

Print Outside Sealed Envelope

- Company Name
- Project Name
- Bid Package Name and Number (i.e., BP08100 Doors and Hardware)
- Bid Enclosed

Inside Sealed Envelope

- Bid Proposal Form **(if excluded your bid will be considered nonresponsive)**
- Bid Bond or Cashier’s Check if > than \$100,000.00 **(if excluded your bid will be considered nonresponsive)**
- Sign and Notarize Proposal Form **(if proposal is not signed your bid will be considered nonresponsive)**
- Acknowledge all Addendums **(if addendums are not acknowledged your bid will be considered nonresponsive)**
- No Qualification, Clarifications or Exclusion should be written on Bid Form
- Affidavit A or B **(One of the two listed affidavits MUST be included in order for your bid to be considered responsive)**
- Minority, Women, and Small Business Enterprise Identification Form **(if excluded your bid will be considered nonresponsive)**

Viewed Contract Documents

- Drawings, Project Specifications, CMR Bid Manual (Scope of Work), Addendums and Clarifications

All subcontractors are required to drop off their bid package at the bid opening location before 2:00PM OR Mailed-in bids must be received July 24, 2024 by 5:00 PM the day prior to bid to the Raleigh office only. Raleigh office mailing address: 3050 Hammond Business Place, Suite 121, Raleigh, NC 27603.

Please use checklist to ensure your proposal has all the required documents enclosed inside envelope. PLEASE ATTACH CHECKLIST INSIDE 9-1/2 ENVELOPE (9" X 12") SEALED ENVELOPE.

PLEASE PROVIDE INFORMATION TO CONTACT AFTER BID

Company Name: _____

Contact Name: _____

Contact Number: _____

Contact Email: _____



Pamlico County School 6-12

BID PACKAGE # AND TITLE: _____

BID PROPOSAL OF: _____
(Hereinafter call "BIDDER") (Name of Firm)

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

BIDDER'S North Carolina STATE LICENSE NUMBER: _____

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

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

“Affidavit A – List of Good Faith Efforts” or “Affidavit B – Intent to Self-Perform”

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

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



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

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

BASE BID

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

Item 1 - Base Bid:

_____ Dollars,

(\$ _____).

Item 2 - Performance and Payment Bonds (if not required insert N/A):

_____ Dollars,

(\$ _____).

Item 3 - (Total of Item 1 and 2):

_____ Dollars,

(\$ _____).

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

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

Alternates

All alternates must be completed with words and a dollar figure. If the base bid is not changed by the acceptance of the alternate, the words "Zero", "No Change", "N/A" or Not Applicable is acceptable. Please do not leave **BLANK**.

Please see Specification 01 23 00 – Alternates and cover page of drawings for details.

ALTERNATE NO.01 – Add – Walkway Coverings Canopy

ALTERNATE NO.01 A - Add Walkway Canopy

_____ Dollars,
(\$ _____). *circle one Add or Deduct*

ALTERNATE NO.01 B – Add Drop Off Canopy

_____ Dollars,
(\$ _____). *circle one Add or Deduct*

ALTERNATE NO.02 – Replace Paint with Custom Wall Coverings

ALTERNATE NO.02A – Reception

_____ Dollars,
(\$ _____). *circle one Add or Deduct*

ALTERNATE NO.02B – Lobby

_____ Dollars,
(\$ _____). *circle one Add or Deduct*

ALTERNATE NO.02B –Media Center

_____ Dollars,
(\$ _____). *circle one Add or Deduct*

ALTERNATE NO.03 – Add Solar PV System

_____ Dollars,
(\$ _____). *circle one Add or Deduct*

ALTERNATE NO.04 – Add Electrical Vehicle Chargers

_____ Dollars,

(\$ _____). *circle one Add or Deduct*

ALTERNATE NO. 05 – Replace Mechanical Heat Pumps with Mechanical Heat Pumps that meet Domestic Content Requirements

_____ Dollars,

(\$ _____). *circle one Add or Deduct*

ALTERNATE NO. 06 – Refrigerant Phase-Out Mechanical Heat Pumps and Split Systems

_____ Dollars,

(\$ _____). *circle one Add or Deduct*

ALTERNATE NO. 07 – Replace Cable Trays with J Hooks

_____ Dollars,

(\$ _____). *circle one Add or Deduct*

ALTERNATE NO. 08 – Add Paved Parking Lot

ALTERNATE NO. 08 A– Add Paved Auditorium Lot

_____ Dollars,

(\$ _____). *circle one Add or Deduct*

ALTERNATE NO. 08B – Add Paved Student Lot off High School Drive

_____ Dollars,

(\$ _____). *circle one Add or Deduct*

ALTERNATE NO. 09 – Replace Thermoplastic-Polyolefin Roofing with Modified Bituminous

_____ Dollars,

(\$ _____). *circle one Add or Deduct*

ALTERNATE NO. 10 – Demo Crushing on Site

_____ Dollars,

(\$ _____). *circle one Add or Deduct*

UNIT PRICES & ALLOWANCES

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

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

UNIT PRICE:

Please see Specification 01 22 00 – Unit Prices for details. Please refer to bid package scopes for required quantity.

UP-1 Exit Sign

\$ _____/Each

UP-2 Surface Mounted Sprinkler/Strobe

\$ _____/Each

UP-3 Data Outlet

\$ _____/Each

UP-4 Duplex Power Outlet

\$ _____/Each

UP-5 Sidewalk

\$ _____ / Square Yard

UP-6 Site Bollards

\$ _____/Each

UP-7 Seeding

\$ _____ /Acre

UP-8 4" Stone Base (Furnish, install and remove)

\$ _____ /Cubic Yard

UP- 9 Replace structural Fill

\$ _____ /Cubic Yard

UP- 10 ABC Stone (Furnish and Install)

\$ _____ /Cubic Yard

UP-11 Imported Structural Fill

\$ _____ /Cubic Yard

UP- 12 Precast Install Mobilizations (ADD)

\$ _____ /Each

UP- 13 Precast Install Mobilizations (Deduct)

\$ _____ /Each

UP-15 Temporary Handrails (Furnish, Install and Remove with 2-man crew)

\$ _____ /Linear Foot

SCHEDULE

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

CONTRACT TERMS AND CONDITIONS

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

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

SIGNATURE:

(Owner, President or Authorized Agent if Corporation)

NAME & TITLE:

_____, _____
(Print)

2nd SIGNATURE:

WITNESS:

(If Partnership)

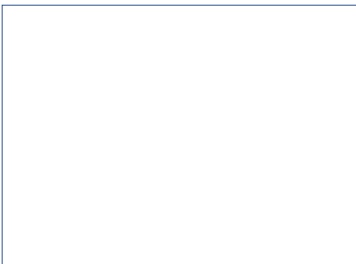
BUSINESS ADDRESS:

(Street Number & Street, PO Box)

_____, _____ (____) _____ - _____
(City, State, Zip, Phone)

ATTEST (if Corporation)

_____, _____
(Name) (Title)





Check One: Individual Partnership Corporation

Affix Corporate Seal Here

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

KNOW ALL MEN BY THESE PRESENTS THAT _____

as principal, and _____

_____ as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto the State of North Carolina and , and as oblige, in penal sum of: TEN, 10% percent of amount of bid or,

_____ DOLLARS,

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

Sealed, signed and dated this _____ day of _____, 20_____.

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

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

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

In accordance with G.S. 143-64.31, it shall be the practice of Metcon, Inc. and our business partners to promote full and equal access to business opportunities. Disadvantaged, women, and small business enterprises (collectively “DBE, WBE, SBE”) as well as other responsible vendors shall have a fair and reasonable opportunity to participate in business opportunities.

Metcon, Inc. and our business partners shall identify and define contract that remove barriers to participation commonly experienced by business enterprises as those terms are defined in North Carolina General Statute 143-128.2.

Metcon, Inc. requires the Principal Trade and Specialty Contractors shall make a good faith effort to recruit and select these businesses for participation in contracts pursuant to N.C.G.S. 143-128.2.

- **Requirements**

The fundamental requirement of the policy is that all contractors, vendors and consultants, who contract with the CM, will: (i) not discriminate against any person in regard to race, color, religion, age, national origin, sex, or disability; and (ii) provide a full and fair opportunity for participation of DBE/WBE/SBEs in contracts. Participation shall be measured in terms of the actual dollars received by DBE/WBE/SBEs.

“Minority” as used in this policy means African American (all persons having origins in any of the African racial groups); Hispanic/Latino American (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin); Asian American (all subcontinent, or the Pacific Islands); and Native American (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

“Woman” as used in this policy means a non-minority woman who has 51% ownership, interest, holds the professional or contractor license necessary for operation as well as management, control, and have technical expertise directly related to the primary product or service of the business.

“Small” as used in this policy means a business enterprise owned, operated, and controlled by one (1) or more eligible owners who have 51% ownership, interest, holds the professional or contractor license necessary for operation as well as management, control, and have technical expertise directly related to the primary product or service of the business, and is 25% or less of the applicable size standards established by the Small Business Administration.

“Socially and Economically Disadvantaged” as used in this policy means a minority, woman, or small business enterprise owned, operated, and controlled by one (1) or more eligible owners who have 51% ownership, interest, holds the professional or contractor license necessary for operation as well as management, control, and have technical expertise directly related to the primary product or service of the business, and is 25% or less of the applicable size standards established by the Small Business Administration.

- **Program Objectives**

1. To provide DBE/WBE/SBEs equal access to opportunity for participation in Capital Improvement Projects construction (additions, renovations, and new construction), procurement, professional services and system-wide purchasing contracts.
2. To establish aspirational goals of participation for DBE/WBE/SBE firms capable of supplying those goods and services which are necessary for school system operations.
3. To provide procedures for determining and monitoring DBE/WBE/SBE participation and compliance with DBE/WBE/SBE requirements stated in the NC HUB policy and in contract documents.
4. To promote awareness of the DBE/WBE/SBE Programs throughout North Carolina and South Carolina and the HUB or DBE/WBE/SBE Community.

- **Section 3:**

Bid Provisions

The requirements of the CM's DBE/WBE/SBE Provisions and Guidelines are hereby made part of these contract documents. The requirements shall apply to all contractors regardless of ownership.

The aspirational goals for participation established by the CM will be included with each bid, request for proposal or public solicitation. The names and addresses of bona fide DBE/WBE/SBEs that are available for contracting or joint-venture opportunities may also be included with the solicitations. Each bidder or respondent shall be required to submit a "DBE/WBE/SBE Identification Form and Affidavit A or B".

- **Submission of a blank Minority Business Identification Form may be considered an element of non- responsiveness.**

DBE/WBE/SBE or HUB Subcontract Aspirational Goals

The aspirational goals for participation by Minority, Women, and Small Business Enterprises as subcontractors on this project have been set at:

Category	Total DBE/WBE/SBE Goal
Construction	20%
Goods	20%

- **The Bidder shall provide, with the bid the following documentation:**
 - **DBE/WBE/SBE Identification Form** (including suppliers)
- **Within 72 hours after notification of being the apparent low bidder, the low bidder who is subcontracting anything must provide the following information:**
 - **Affidavit C** (if aspirational goals are met or exceed established goal of DBE/WBE/SBE participation)
 - **Appendix I** (Signed by the DBE/WBE/SBE subcontractors, may come in after 72-hr deadline)

****With each pay request the prime contractors will submit Appendix IV listing payments made to all subcontractors.**

Compliance Documentation

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and the CM for performance on this contract. Failure to comply with any of these statements, affidavits or intentions or with the DBE/WBE/SBE Program Guidelines shall constitute a breach of contract. A finding by the CM 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 Metcon, Inc. and business partners whether to terminate the contract for breach.

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

- **Good Faith Effort Documentation – The bidder’s documentation to meet the goals set forth in these provisions shall include, but not limited to, the following evidence:**
 1. Copies of solicitations for quotes to at least three (3) DBE/WBE/SBE firms for each subcontract to be let under this contract. Each solicitation shall contain a specific description of the work to be subcontracted, location where the bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
 2. Copies of quotes or responses received from each firm responding to the solicitation.
 3. A telephone log of follow-up calls to each firm sent a solicitation.
 4. For subcontracts where an DBE/WBE/SBE firm is not considered to be the lowest responsible sub- bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.

5. Documentation of any contacts, correspondence or conversation with DBE/WBE/SBE firms made in an attempt to meet the aspirational goals.
6. The successful bidder shall maintain records relating to all commitments for a period of at least one year following acceptance of final payment.

- **Note: Additional Good Faith Efforts are identified in Affidavit A.**

After review of the Bidder's Good Faith Efforts, the Bidder may request and be granted a Waiver of the DBE/WBE/SBE aspirational goals that have not been met for that particular project. A Waiver may be granted upon review of the Bidder's documentation and determination that, in fact, a Good Faith Effort has been put forth. The Contractor's DBE/WBE/SBE Utilization Commitment shall be incorporated into the contract.

- **NOTE: Metcon, Inc. and its business partners reserves the right to waive any irregularities in DBE/WBE/SBE documentation if they can be resolved prior to award of the contract, and it finds it to be in its best interest to do so and award the contract.**

Responsibilities:

1. Review all facets of the procurement process to ensure equal access by all segments of the community.
2. Develop and maintain a database of available minority, women, and small businesses.
3. Review all participation submissions and determine whether bidder/proposers are in compliance with the policy and recommend appropriate action.
4. Monitor all contracts to determine whether contractors achieve the ranges of participation set forth on the DBE/WBE/SBEs Identification Forms completed by the contractors.
5. Participating in vendor conferences, meetings, and other outreach activities geared to increase opportunities for DBE/WBE/SBE firms.
6. Provide technical assistance and guidance to DBE/WBE/SBE's on contracting and procurement opportunities with Metcon and its business partners.
7. Maintain statistics on utilization of DBE/WBE/SBE firms.
8. Investigate violations of the policy and recommend remedial action.

- **Prime Contractor (s), Bidder, CM at Risk, and First-Tier Subcontractors**

Contractors performing Construction Manager at Risk and alternative contracting methods will be responsible for the following:

1. Attend the scheduled pre-bid conferences

2. Identify or determine those work areas where DBE/WBE/SBEs may have an interest in performing subcontractor work.
3. Submit with the bid a description of the portion of the work to be executed by the DBE/WBE/SBEs expressed as a percentage of the total contract price.
4. At least ten (10) days prior to the scheduled day of bid opening, notify certified DBE/WBE/SBEs of potential subcontracting opportunities listed in the proposal. The notification will include the following:
 - a. A description of the work for which the sub-bid is being solicited.
 - b. The date, time, and location where sub-bids are to be submitted.
 - c. The name of the individual within the company who will be available to answer questions about the project.
 - d. Where the bid documents may be reviewed.
 - e. Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements. If there are more than three (3) certified DBE/WBE/SBEs in the area of the project, the contractor(s) shall notify three (3), but may contact more, if the contractor(s) so desires.
5. During the bidding process, comply with the contractor(s) requirements listed in the proposal for participation in the DBE/WBE/SBE Program.
6. If the Contractor elects to utilize suppliers to satisfy the goal(s) in whole or in part, the small, minority, or women-owned businesses must perform a commercially useful function. Supplier participation may be approved upon review of the following factors:
 - a. The nature and amount of supplies to be furnished;
 - b. Whether the DBE/WBE/SBEs firm is a manufacturer, wholesaler or distributor of the supplies and has the capabilities to deliver same in accordance with its certification;
 - c. Whether the m DBE/WBE/SBEs firms actually performs, manages and supervises the work to furnish the supplies; and
 - d. Whether the DBE/WBE/SBEs firm intends to purchase supplies from a non-minority, DBE/WBE/SBEs firm and simply resell same to the general or prime contractor for allowing those supplies to be counted towards fulfillment of the aspirational goal(s).
8. Upon being named the apparent low bidder, the Bidder shall submit to the DBE/WBE/SBE Administrator their good faith backup documentation if they have not met the DBE/WBE/SBE goal. Failure to comply with procedural requirements as defined in contract documents may render the bid as non-responsive and may result in rejection of the bid and award to the next lowest and responsive bidder.
9. If during the construction of a project additional subcontracting opportunities become available, the prime or general contractors must make a good faith effort to solicit sub-bids from DBE/WBE/SBEs.

- **DBE/WBE/SBE Responsibilities**

DBE/WBE/SBE firms do not have to be certified to be listed on the bid documents; however, DBE/WBE/SBE firms that have been awarded contracts will not be credited towards Metcon's DBE/WBE/SBE Program unless they are certified by a bona fide certifying entity, including by way

of example and not limitation, certification from such entities as the Carolina's Virginia Minority Supplier's Development Councils, Women Business Enterprise Network Council, SC OSMBA Office or other governmental entity. In addition, DBE/WBE/SBE firms will be responsible for the following:

1. DBE/WBE/SBEs should make every effort to establish contacts and relationships with contractors for potential future business, including attending pre-bid conferences and subscribing to industry and trade journals.
2. DBE/WBE/SBEs should also document all contacts and communications made with Contractors above so as to be able to assist the DBE/WBE/SBE Administrator in determining whether a complaint lodged by a firm against a Bidder for failure to use good faith efforts is valid.
3. In addition, DBE/WBE/SBEs who are contacted by Owners or Bidders should respond promptly whether or not they wish to submit a bid. If a DBE/WBE/SBE firm is listed as a subcontractor or supplier, they will be responsible for completing a Letter of Intent (Appendix I) in a timely manner and returning it to the Prime Contractor.
4. DBE/WBE/SBE who are not certified at the time the firm commits to provide services, should apply for certification with the Carolinas Virginia Minority Supplier Development Council, or other governmental entities within thirty (30) days. If the DBE/WBE/SBE firm fails to submit an application within the specified time frame or if the DBE/WBE/SBE firm is not granted certification by the Certification Committee, that firm's contract dollars will not be counted as DBE/WBE/SBE participation; however, not getting certification does not release the DBE/WBE/SBE from contractual obligations to the primary contractor.
5. DBE/WBE/SBEs are urged to take advantage of appropriate technical assistance and training when it is available.

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

Attach AFFIDAVIT A or AFFIDAVIT B to the Bid

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

County of _____

Affidavit of _____
(Name of Bidder)

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

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

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

In accordance with GS143-128.2(d) and Board of Education Policy the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority, Women, and Small Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the Minority, Women, and Small Business Enterprise commitment and is authorized to bind the bidder to the commitment herein set forth.

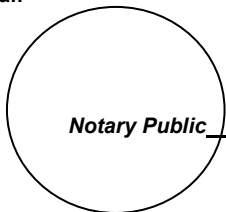
Date: _____

Name of Authorized Officer: _____

Seal:

Signature: _____

Title: _____



State of _____ County _____ Subscribed and
sworn to before me this _____ day of _____, 20____
My commission expires _____

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

Attach AFFIDAVIT A or AFFIDAVIT B to the Bid

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

County of _____

Affidavit of _____

(Name of Bidder)

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

_____ contract.

(Name of Project)

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

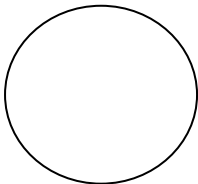
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



Seal

State of _____, County of _____

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

Notary Public _____

My commission expires _____



CMR 00 45 19 - Non-Collusion and Non-Suspension Statement

The undersigned certifies that _____

(Name and Business Address of Subcontractor)

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

Furthermore, the undersigned certifies that it is familiar with the response to the Prequalification Package and Bid Manual for **Pamlico County School 6-12** and that said response, is fair and proper and is not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the undersigned or any of its agents, representatives, owners, employees or parties in interest. N.C.G.S. 133-30.

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

By _____

Title _____

Date _____

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the _____ day of _____, 20_____.

Official Signature of Notary

_____, Notary Public
Notary's Printed or Typed Name

My Commission Expires

Pamlico County School 6-12

Date: XXXX XX, 202X

To:

Attached are the Subcontract Agreement and attachments for your review and execution. Please use the following guidelines for proper execution:

- A. **On Page 10: Sign in the appropriate place.**
- B. **Initial and sign all pages of the contract including the List of Exhibits Sheet and Attachments, in the bottom left hand corner of the page.**
- C. **The contract Should Be Returned "As Is" – Please Do Not alter any verbiage of the Agreement without prior approval (please call Metcon).**
- D. **Fill out and sign attached W-9 Taxpayer Identification Number form (Refrence Exhibit F) and return with the Subcontract. (Please make sure the information on your W-9 form is correct. Check appropriate box indicating Individual/Sole Proprietor, Corporation, Partnership, or other). If you are an Individual/Sole Proprietor, the individual or owner's name that corresponds to the employer ID# should be listed under name.**

RETURN AN ELECTRONIC COPY of this Subcontract Agreement and attachments properly executed, within 7 days or as soon as possible. Metcon will return a fully executed copy to you for your files.

Send the requested insurance certificate via email to Jason Jackowitz, jjackowitz@metconus.com. The enclosed Sample Insurance Certificate should be sent to your Insurance Agent ASAP (today, if possible) to use as a reference for our requirements. Be sure to read and confirm the Minimum Insurance Requirements of the Contract. This is absolutely necessary prior to mobilization or performing any work on site. This will ensure that there is no unnecessary holdup to the project schedule due to lack of insurance coverage. Please include and provide all endorsements.

Attached you will find one copy each of our "Subcontractor's Application for Payment and Affidavit" and "Partial Wavier of Lien." Both forms must be used "each" time you submit for billing, please keep these forms and make copies. ***(The Contractor's Final Payment Affidavit Shall State: "This is to certify that all costs of materials, equipment, labor, subcontracted work, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full.")***

If you have any questions, please contact me at once. We look forward to working with your company on this project.

******Note: Failure to complete any section of this contract by initialing or signature may result in a delay in processing your contract and any subsequent payments.**

Sincerely,

Michael Konieczka
Project Executive
3050 Hammond Business Place Ste 121
Raleigh, NC 27603

CORPORATE

763 Comtech Drive
P.O Box 1149
Pembroke, NC 28372
Phone: 910.521.8013
Fax: 910.521.8014

FAYETTEVILLE

110 Anderson St.
Fayetteville, NC 28301
Phone: 910.849.4197

RALEIGH

3050 Hammond Business Place
Suite 121
Raleigh, NC 27603
Phone: 919.322.2220
Fax: 919.322.2222

CHARLOTTE/COLUMBIA

2401 Whitehall Park Drive,
Ste. 650
Charlotte, NC 28273
Phone: 980.209.9680
Fax: 980.209.9698

NATIONAL HARBOR

6170 Oxon Hill Rd. Suite 210
Oxon Hill, Maryland 20745
Phone: 301.276.0123

metconUS.com

Metcon Inc.
P.O. Box 1149
763 Comtech Drive
Pembroke, North Carolina 28372
Tele: (910) 521-8013
Fax: (910) 521-8014

This agreement made on by and between Metcon, Inc. hereinafter referred to as "Contractor", and

Vendor No.
Phone Number:
Fax:
Mobile:
Email:
Attn:

hereinafter referred to as "SUBCONTRACTOR" to perform part of this work on the following project:

Project No. 2023044
Project Name: Pamlico County School 6-12
Address: 601 Main St., Bayboro, NC 28515
Owner: Pamlico County Schools
Project Manager: Michael Konieczka
Office No.: 919.500.0302

SUBCONTRACTOR WORK: The Contractor employs the SUBCONTRACTOR as an independent contractor, to furnish all labor, material, equipment, insurance and any and all taxes there on to perform, the following part of the work on the Project, under the general limits and subject to the approval of the Contractor:

SUBCONTRACT PRICE: Contractor shall pay the SUBCONTRACTOR for the performance of the work; subject to addition and deletion by change order, the amount of **(\$0.00) – zero dollars and zero cents.**

RETAINAGE: Contractor shall hold % of each Application of Payment as retainage.

SUBMITTALS: Subcontractor must submit all submittal product information and/or shop drawings electronically via Procore to the contractor for approval. Contractor shall have (10) days to approve the submittals or return via Procore to the subcontractor for review.

SAMPLE: Subcontractor must provide Per Specifications for selection and approval.

THIS AGREEMENT IS SUBJECT TO ARBITRATION

TIMING AND SCHEDULING OF WORK

TIME IS OF ESSENCE. Time is of the essence for the performance of the work described in this agreement. Subcontractor agrees to see that the performance of its work and the work of its subcontractors proceeds so that the entire Project may be completed in accordance with the Contract Documents and the Schedule of Work. The Contractor shall prepare the Schedule of Work and revise such schedule as the work progresses.

SCHEDULE CHANGES. The Subcontractor recognizes that changes will be made in the Schedule of Work and agrees to comply with such changes.

PRIORITY OF WORK. The Contractor shall have the right to decide the time, order and priority in which the various portions of the work shall be performed and all other matters relative to the timely and orderly conduct of the Subcontractor's work.

NOTIFICATION OF CONTRACTOR. The Subcontractor shall notify and obtain the approval of Contractor prior to the arrival of his forces or delivery of materials and equipment to the job site and prior to any substantial change in his forces or supervision.

TERMINATION OF SUBCONTRACTOR.

TERMINATION FOR DEFAULT. Should Subcontractor at any time materially fail to supply a sufficient number of skilled workers or a sufficient quantity of materials of proper quality, or fail in any respect to follow the Schedule of Work or fail in the performance of any of Subcontractor's obligations under the Subcontract, Contractor may, in any such event at Contractor's option, after three (3) business days prior written notice to Subcontractor, without prejudice to any rights and remedies, provide any such labor and materials and deduct the cost thereof from any money then due or thereafter to become due Subcontractor, or in any such event Contractor may terminate the employment of Subcontractor for all or any part of the work under this Subcontract and shall have the right to enter upon the premises and take possession, for the purpose of completing the work hereunder, of all materials, tools and equipment thereon and to finish the work and provide the materials therefore, either with his own employees or those of other subcontractors. In the event of such termination of Subcontractor's employment, Subcontractor shall not be entitled to receive any further payments under the Subcontract until the work is completed, but shall nevertheless remain liable for any damages which Contractor incurs, including reasonable attorney's fees, penalties, increased costs and loss of profits. If the expenses incurred by Contractor in completing this work shall exceed the unpaid balance of the Subcontract, Subcontractor shall pay the difference to Contractor, along with any other damages incurred by Contractor as a result of Subcontractor's default. Contractor shall have a lien upon, and Subcontractor does hereby grant a security interest in all materials, tools and appliances taken possession of to secure the payment of such difference.

If the unpaid balance of the Subcontract sum exceeds the costs of finishing the work, such excess shall be paid to Subcontractor upon completion and acceptance of the work.

The extent of Subcontractor's liability shall be determined by the amount of damages suffered by Contractor without limitation. Subcontractor specifically agrees that, should Subcontractor cause any stoppage, delay or interference with the work of Contractor or other subcontractors, or should Subcontractor become insolvent, commit any act of bankruptcy or voluntarily or involuntarily engage in a reorganization or arrangement proceeding under the bankruptcy laws of the United States or applicable state statute(s), any such action shall constitute a breach by Subcontractor of this Agreement and Contractor shall have the right to termination as well as all other rights and remedies provided in this Agreement and by governing law. Upon the appointment of a trustee for Subcontractor, Subcontractor becoming a debtor-in-possession, or upon Subcontractor making an assignment for the benefit of creditors, Contractor may terminate this Agreement upon giving three (3) business days written notice to Subcontractor and its surety, if any. If an order for relief is entered under the bankruptcy code with respect to Subcontractor, Contractor may terminate this Agreement by giving three (3) business days written notice to Subcontractor, its trustee, and its surety, if any, unless Subcontractor, the surety, or the trustee:

- (1) promptly cures all defaults;
- (2) provides adequate assurances of future performance;
- (3) compensates Contractor for actual pecuniary loss resulting from such defaults; and
- (4) assumes the obligations of Subcontractor within the statutory time limits.

If Subcontractor is not performing in accordance with the Schedule of Work at the time of entering an order for relief, or at any subsequent time, Contractor, while awaiting the decision of Subcontractor or its trustee to reject or to accept this Agreement and provide adequate assurance of its ability to perform hereunder, may avail itself of such remedies under this Article as are reasonably necessary to maintain the Schedule of Work, including, but not limited to, all remedies contained herein.

Contractor may exercise the right of recoupment or offset against any sums due or to become due Subcontractor for all costs incurred in pursuing any of the remedies hereunder, including, but not limited to, reasonable overhead, profit and attorneys' fees.

Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Subcontract Price. In the event of an emergency affecting the safety of persons or property, Contractor may proceed as above, without notice.

TERMINATION FOR CONVENIENCE. Contractor shall have the right at any time and in its absolute discretion to terminate the employment of Subcontractor for all or any part of the work hereunder, without Subcontractor being in default, for any cause or for the convenience of Contractor or Owner. Contractor shall provide written notice of such termination for convenience by giving written notice to Subcontractor. Upon receipt of such notice, Subcontractor shall:

- a. Cease operations as directed by Contractor;
- b. Take actions necessary, or that Contractor may direct, for the protection and preservation of the work; and
- c. Upon request, terminate any or all existing subcontracts and purchase orders between Subcontractor and its suppliers as well as its lower tier subcontractors.
- d. Upon request, assign to Contractor all right, title and interest in any or all subcontracts and purchase orders between Subcontractor and its suppliers as well as its lower tier subcontractors.
- e. Complete performance of any work not terminated.

If the termination of the Subcontract is due to Owner's termination of the Contract or the Owner's request that Contractor terminate the Subcontract, Contractor shall not be liable to Subcontractor for any sum greater than that which Contractor receives from Owner with respect to Subcontractor's performance, less any costs incurred by Contractor in obtaining that amount from Owner. Contractor agrees to cooperate with Subcontractor, at

Pamlico County School 6-12

Subcontractor's expense, in the prosecution of any valid Subcontractor claim arising out of Owner's termination for convenience and to permit Subcontractor to prosecute said claim in the name of Contractor (if required) for the use and benefit of Subcontractor.

If the termination of the Subcontract is for Contractor's convenience, Contractor shall pay Subcontractor, pursuant to the terms of the Subcontract and any agreed upon schedule of values, for work actually and properly performed by Subcontractor as of the date of the termination plus those costs reasonably incurred by Subcontractor in securing its work less the amounts previously paid to Subcontractor and less any backcharges assessed by Contractor. Contractor shall not be liable to Subcontractor for anticipated profits or overhead for work not actually or properly performed. Any default termination of Subcontractor by Contractor subsequently determined to have been erroneous shall be deemed to be a termination for convenience under this paragraph.

EXTENSIONS OF TIME AND SUSPENSION OF WORK. Any extension of time for performing or completing the work covered by this Subcontract must be made, in writing, to Contractor within seventy-two (72) hours of the first occurrence of the event giving rise to Subcontractor's request for an extension of time. Any request for an extension of time for performing or completing the work covered by this Subcontract must be made, in writing, to Contractor. Subcontractor shall only be entitled to an extension of time for performing and completing the work covered by this Subcontract upon the same terms and conditions as an extension of time is allowable and only to the extent actually allowed to Contractor by the Owner, or its representative, under the terms of the Contract Documents.

Should the Owner suspend the Contract or any part of the Contract which includes Subcontractor's work, Contractor shall so notify Subcontractor in writing and upon receipt of said notice Subcontractor shall immediately suspend Subcontractor's work.

In the event of such Owner suspension, Contractor's liability to Subcontractor is limited to the extent of Contractor's recovery on Subcontractor's behalf under the Contract Documents. Contractor agrees to cooperate with Subcontractor, at Subcontractor's expense, in the prosecution of any valid Subcontractor claim arising out of an Owner suspension and to permit Subcontractor to prosecute said claim, in the name of Contractor (if required), for the use and benefit of Subcontractor.

PAYMENT

TIME OF APPLICATION. The Subcontractor shall submit progress payment applications to the Contractor no later than the day of each progress payment application period for work performed up to and including the day of the payment period indicating work completed. If the Owner requires the Contractor to submit request for payment on a basis that would require the Subcontractor to submit progress payment application earlier or later than the , depending on the Owner's requirement, the Subcontractor agrees to amend this provision to allow Contractor to comply with the Owner's requirements.

STORED MATERIALS. Unless otherwise amended, in writing, this Subcontract DOES NOT allow for the payment to Subcontractor for stored materials.

TIME OF PAYMENT. Progress payments to the Subcontractor for satisfactory performance of the Subcontractor's work shall be made **on the later of the following:**

(1) On the day of the month following the payment period. If the shall fall on a weekend or holiday, then payment shall be on the next business day.

(2) Upon receipt by Contractor of payment from the Owner. In the event a controversy occurs between Contractor and Owner concerning the Contract, IT IS EXPRESSLY AGREED Contractor will put forth its best efforts to collect sums due Subcontractor and to protect the collection rights of Subcontractor by Contractor's timely assertion of its lien rights, arbitration, administrative actions, litigation, appeals, filing of liens or other similar activities against Owner. Subcontractor shall then be paid in full when Contractor's right to recover from Owner is finally determined or expires. Subcontractor acknowledges that this paragraph establishes a reasonable time for payment pursuant to N.C. Gen. Stat. §22C-1, et seq.

APPLICATION. The Subcontractor's progress payment application for work performed in the preceding payment period must be submitted to the Contractor on Contractor's form entitled "Subcontractor's Application for Payment and Affidavit".

PAYMENTS IN TRUST. Subcontractor expresses that it is its present intent to, and warrants that it will, (a) accept all funds paid pursuant to this contract IN TRUST for the benefit of its suppliers/sub-tier subcontractors (vendors) on this Project in accordance with the terms and conditions of their contracts, (b) set aside sufficient funds from the proceeds received under this contract to pay each of its Vendors in accordance with the terms and conditions of the contracts, and (c) not disburse funds to itself or for its benefit until all outstanding invoices are paid or, in the event there is a dispute with a supplier/sub-tier subcontractor, the amounts owed pursuant to the invoices assuming there was no dispute are reserved, and there are sufficient funds reserved to pay all invoices due and payable prior to the next scheduled payment request of the Subcontractor. Contractor advises that this statement of intent is incorporated into each payment request submitted to Contractor the same as if it were fully and completely restated in the payment request.

Without in any way limiting the foregoing, if Contractor believes that the Subcontractor's ability to pay its vendors is impaired, Contractor, at its election and in its sole discretion may, (1) withhold further payment under this Agreement until Contractor has received satisfactory evidence that adequate provisions have been made for the payment of vendors or; (2) issue joint checks payable to Subcontractor and Vendor. Further, in the event any Vendor asserts a claim against contractor or against the Project, Contractor regardless of whether claim arises under this subcontract or any other subcontract, may satisfy claim by making payment thereon and offset such payment against amounts due Subcontractor hereunder.

LIEN WAIVER: Subcontractor agrees that upon request by Contractor it shall furnish a Waiver and Release of Lien from Subcontractor and/or any sub-tier subcontractor/supplier involved in the Project.

PAYMENT ON CHANGES IN WORK. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE TO THE SUBCONTRACTOR FOR PAYMENTS FOR ANY EXTRA WORK THE SUBCONTRACTOR PERFORMS IN ADDITION TO THAT REQUIRED UNDER THIS SUBCONTRACT, UNLESS THE SUBCONTRACTOR PERFORMS SUCH WORK (I) BY WRITTEN DIRECTION FROM AN AUTHORIZED OFFICER OF THE CONTRACTOR, OR (II) SUCHWORK IS REQUIRED BY AN EMERGENCY SITUATION, IN WHICH LATTER CASE AN INVOICE OR QUOTATION SHALL BE SUBMITTED TO THE CONTRACTOR CONSISTENT WITH THE CONTRACT DOCUMENTS. NO EMPLOYEE OR AGENT OF THE CONTRACTOR IS AUTHORIZED TO DIRECT ANY EXTRA WORK ORALLY. FOR THIS PURPOSE, NEITHER THE FIELD SUPERINTENDENT NOR THE PROJECT MANAGER ARE AUTHORIZED OFFICERS.

All Project close-out documents and/or warranties must be provided in the time outlined in the Specifications, in the Contract or in subsequent correspondence from the Contractor before final payment, including any retainage held will be released. Close out documents and/or warranties must be complete and acceptable to Contractor in his sole opinion.

CHANGES IN PROGRESS PAYMENT APPLICATION. If Subcontractor's Progress Payment Application appears to Contractor to be for more

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than the value of work completed for the payment period, Contractor may, in its sole discretion, reduce Subcontractor's Progress Payment Application and forward the reduced payment. If Subcontractor believes that the reduction by Contractor is excessive or not justified, Subcontractor can submit a "Request for Payment Review," in writing to Contractor's Chief Financial Officer (see Notices). A written determination will be made within five (5) business days of receipt of the request. Subcontractor consents to the reduction if a request is not made within five (5) days after receiving payment.

PAYMENT NOT ACCEPTANCE. Payment to the Subcontractor is specifically agreed not to constitute or imply acceptance by the Contractor or the Owner of any portion of the Subcontractor's work.

CHANGES, CLAIMS, DELAYS, DAMAGES

CHANGES. Without invalidating the Subcontract, Contractor may at any time, and without notice to Subcontractor's surety, issue a written Subcontract Change Order making changes in the work hereunder consisting of additions, deletions or other revisions including those required by modifications to the Contract between Contractor and Owner issued after the execution of the Subcontract. The Subcontract Change Order shall include any adjustments in the Subcontract Price or the Subcontract Schedule, if any, resulting from the change in the work. No such adjustment shall be made for any changes performed by Subcontractor that have not been so ordered by Contractor, in writing, by an authorized officer. For this purpose, neither the field superintendent nor the project manager is an authorized officer. In the event that any Subcontract Change Order is issued which requires Contractor to purchase material directly from a supplier to Subcontractor, then, (the sub-tier not withstanding) Contractor shall deduct five percent (5%) of that purchase price for administering the Change Order.

To the extent the Contract between Contractor and Owner provides for changes or change directives to be computed on the basis of a mutually agreed upon lump sum, unit price, force account or otherwise, Subcontractor agrees that any price adjustment in a Subcontract Change Order based upon the Owner's change in the work shall be calculated in the manner set forth in the Contract.

Should Contractor and Subcontractor be unable to agree as to the value, or time for performance, for a Subcontract Change Order, Subcontractor shall nonetheless proceed under the written order of Contractor. Subcontractor shall then prepare and submit to Contractor a proposal describing the estimated cost and time for the performance involved. Subcontractor shall submit such proposal to Contractor within the appropriate time period established in the Contract between Owner and Contractor, so as to permit Contractor sufficient time to review such proposal and forward it to Owner for consideration. If no time period is stated in the Contract, Subcontractor shall submit its proposal to Contractor within three (3) business days of being required to perform the additional work. Subcontractor shall also keep accurate, detailed and itemized records of the costs incurred as a result of any such change and shall submit such documents to Contractor on a daily basis.

DELAY. If the progress of Subcontractor's work is substantially delayed without the fault or responsibility of Subcontractor, then the time for Subcontractor's work shall be extended by Subcontract Change Order to the extent obtained by Contractor under the Contract Documents and the Schedule of the Work shall be revised accordingly. Contractor shall not be liable to Subcontractor for any damages or additional compensation as a consequence of delays caused by any person not a party to this Subcontract unless Contractor has first recovered the same on behalf of Subcontractor from said person, it being understood and agreed by Subcontractor that, apart from recovery from said person, Subcontractor's sole and exclusive remedy for delay shall be an extension in the time for performance of Subcontractor's work. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work for any cause whatsoever, including those for which Contractor, Owner or Designer may be responsible, in whole or in part, shall relieve Subcontractor of its duty to perform its work.

CLAIMS. Subcontractor agrees to make any claims for extensions of time or for damages or claims for alleged extra work or additional compensation, otherwise, to Contractor and in such time will reasonably enable Contractor to present such claims to the Owner for payment or recognition. For claims arising out of or related to the Owner's conduct, Contractor will not be liable to Subcontractor for any damages or additional compensation until Contractor receives compensation for such claims from the Owner. For claims solely against Contractor, Subcontractor shall make all requests or claims for extension of time or additional compensation within three (3) business days after start of the delay or circumstancing giving rise to the claim for additional compensation. Contractor will not be liable to Subcontractor on any claim not timely presented Subcontractor agrees that its sole remedy for any claim of interruption, interference, inefficiency, suspension or delay shall be an extension of time for the performance of its work unless Contractor actually recovers compensation for such claims of interruption, interference, inefficiency, suspension or delay from Owner.

DAMAGES. Subcontractor will be responsible for its share with and among other subcontractors of any costs, expenses, or damages incurred by Contractor as a result of Subcontractor's failure or partial failure of performance hereunder, including, but not limited to, liquidated damages under the Contract between Contractor and Owner, which Contract is herein incorporated by reference with respect to all provisions for damages due to delay or to liquidated damages. Subcontractor acknowledges the opportunity to examine all such Contract documents at Contractor's office before execution of this Subcontract. Subcontractor will also be liable to Contractor for all costs and damages incurred by Contractor due to the failure by Subcontractor to keep the progress of his work in accordance with the Schedule of Work. Any damages to Contractor for delay caused by Subcontractor shall be deducted by Contractor from the Subcontract Price as damages and not as a penalty, subject, however, to the option of Contractor to terminate the Subcontract for default or convenience as herein elsewhere provided.

The sole remedy of Subcontractor for any delay claimed to be caused by Contractor shall be for an extension of time from Contractor to complete the Project. Anything to the contrary in this Subcontract notwithstanding, neither party shall be liable to the other by reason of fire or other casualty, or on account of riots, or of strikes, or other combined action of the workmen or others, or on account of any acts of God, or any other cause beyond the Party's, or on account of any circumstances caused or contributed to by the other Party, to the extent such acts or damages are covered by one or more insurance policies. Contractor will be liable to Subcontractor for damages Subcontractor incurs as a result of any acts, or failures to act, by the Owner which delays or suspends Subcontractor's work only to the extent Owner is liable for such damages and actually pays Contractor for such damages; it being expressly understood that the only obligation Contractor has to Subcontractor under this provision is to pass on to the Owner any claim Subcontractor has for damages for delays caused by the Owner and to pay to Subcontractor any amounts which the Owner pays to Contractor as a result of such claims for the Owner-caused delays.

Subcontractor agrees and acknowledges that any breach by it of this Agreement shall also be a breach of any other Agreement relating to this or any other project between Subcontractor and Contractor. Contractor may set off against any sums owed under this Agreement or any amounts owed to Contractor because of any breach by Subcontractor under any other Agreement between Subcontractor and Contractor

SAFETY, SECURITY AND CLEAN-UP

CLEAN-UP. The Subcontractor will keep the subcontractor's area of work clean at all times of debris arising out of the performance of the Subcontractor. If the Subcontractor fails to commence to comply with this paragraph after receipt of written notice of non-compliance from the Contractor, the Contractor may perform the necessary clean-up and deduct the cost of such performance from any amount due to the Subcontractor. Such charges shall be limited to the cost of cleaning up the Subcontractor's debris and the Subcontractor shall not be responsible for unclean conditions caused by other Contractors or Subcontractors. Subcontractor may be required to participate in a composite cleaning crew (based on manpower of Subcontractor's working on the site) if and as directed by Contractor's superintendent for clean-up of "common" trash (i.e. lunch wrappers, drink containers, etc.).

SECURITY. The Subcontractor is responsible for security of his equipment, tools, and materials on site until installation and acceptance of the work.

SAFETY. The Subcontractor shall maintain a safe working environment at all times and comply with OSHA regulations. Subcontractor shall

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cooperate with Contractor's safety personnel and immediately follow any recommendations issued by Contractor's safety personnel and will take immediate action to abate any unsafe condition or violation of safety regulations of which Subcontractor's personnel become aware, regardless of whether such condition or violation is or has been made known to Contractor. The parties recognize that the Subcontractor is in all respects an independent subcontractor with exclusive control over all details of its work, its work methods, its compliance with applicable safety regulations, its safety policies and conditions that it imposes on its employees on the site. Subcontractor acknowledges its responsibility to furnish its employees with a place of employment free from recognized hazards that are causing or likely to cause death or serious harm. Therefore, Subcontractor agrees that it will at all times have on site its own properly trained and knowledgeable and competent person as defined by 29 C.F.R. Part 1926 in a supervisory position, which person shall be solely responsible for initiating and maintaining Subcontractor's safety program on the site, inspecting that portion of site on which Subcontractor's employees are working and materials and equipment thereon, and enforcing all applicable safety law and regulations as they relate to or affect Subcontractor's employees and Second-Tier Subcontractors.

Should the Subcontractor encounter asbestos, polychlorinated biphenyl (PCB) or other hazardous substances at the site which potentially are harmful to persons or property, then the Subcontractor shall take all steps required by the Subcontract Documents and by law to protect persons and property from injury or damage, including stopping the Subcontract work in the affected areas and promptly advising the Contractor in writing of the conditions encountered at the site. Should the Subcontractor be required to stop work in any area of the Project as a result of hazardous substances located at the site, then the Subcontractor shall not resume its Subcontract work in the affected area until (a) the hazardous substances have been removed or made harmless, (b) the Contractor and Subcontractor agree in writing to commence the work in all or a portion of the area, (c) the Owner orders the work to proceed in the affected area and the parties agree, or (d) the matter is resolved through arbitration as provided for in this Subcontract Agreement. The Subcontractor shall not be required to perform work in areas containing asbestos, PCBs, or any other hazardous substances defined by the Subcontract Documents, without the Subcontractor's consent and proper protection of personnel as provided by OSHA and appropriate Federal, State and Local authorities.

Safety Data Sheet (SDS) sheets as required by law and pertaining to materials or substances stored, used or consumed in the performance of the Subcontract work shall be submitted to the Contractor by the Subcontractor. SDS sheets obtained by the Contractor from other subcontractors or sources shall be made available to the Subcontractor by the Contractor.

Please reference Exhibit J for a complete list of jobsite safety requirements.

SUBCONTRACTOR'S OBLIGATIONS

OBLIGATIONS DERIVATIVE. Subcontractor is bound to Contractor by all the terms of the Contract between the Owner and Contractor (except for the payment provisions) and assumes toward the Contractor all the obligations and responsibilities that the Contractor assumes toward the Owner. Subcontractor further warrants and represents that prior to executing this Subcontract it has reviewed and inspected the Contract documents applicable to its work.

RESPONSIBILITIES. The Subcontractor shall furnish all of the labor, materials, equipment, sales tax and other taxes, and services, including, but not limited to, competent supervision, shop drawings, samples, tools, and scaffolding as are necessary for the proper performance of the Subcontractor's Work.

Subcontractor is responsible for assuring that his workmanship and material are in compliance with all local, state and/or federal codes. The Subcontractor further assures Contractor that he has reviewed the plans and specifications and found them to be in compliance with said codes. The Subcontractor shall provide a list, upon request, of proposed sub-tier subcontractors, and suppliers, be responsible for taking field dimensions, providing tests, ordering of materials and all other actions as required to meet the Schedule of Work. Subcontractor shall check all General Contract Documents and notify Contractor of any conflicts prior to performing work. Subcontractor shall be responsible for extra costs of conflicts if advance written notice is not provided to and approved by the Contractor in writing before the work is installed. Subcontractor shall cooperate with the Contractor and other subcontractors in the preparation of coordinated drawings and in areas of congestion.

****If we are required to notify a second or third tier subcontractor or supplier through a "Notice of Subcontract" the cost of postage verification will be deducted from your subcontract.***

ENGLISH SPEAKING SUPERVISION. At all times when the Subcontractor has personnel on site, and Second-Tier Subcontractors, both they and the Second-Tier Subcontractors shall have at least one (1) person in a supervisory capacity that is fluent in English to accept directions and, otherwise, communicate with Contractor and /or other Subcontractors/Suppliers.

Immediately upon execution of the Subcontract, Subcontractor shall submit a Tier Notification Letter listing name, address, etc. of each supplier/sub-tier subcontractor that the Subcontractor intends to utilize to complete its work. This obligation is deemed to be a continuing obligation throughout the term of the Project.

COORDINATION. The Subcontractor shall:

- (a) cooperate with the Contractor and all others whose work may interfere with the Subcontractor's work;
- (b) specifically note and immediately advise the Contractor of any such interference with the Subcontractor's work;
- (c) participate in the preparation of coordination drawings and work schedules in areas of congestion; and
- (d) be required to attend project meetings as requested by Contractor's supervisory personnel.

AUTHORIZED REPRESENTATIVE. The Subcontractor shall designate in writing, upon the execution of this agreement, one or more persons who shall be the authorized Subcontractor's representative(s) (a) on site and (b) off site. Such authorized representative(s) shall be the only person(s) to whom the Contractor shall issue instructions, orders or directions, except in an emergency.

PROVISION FOR INSPECTION. The Subcontractor shall notify the Contractor when portions of the Subcontractor's work are ready for inspection. The Subcontractor shall at all times furnish the Contractor and its representatives' facilities for inspecting materials at the site or any place where materials under this Agreement may be in the course of preparation, process, manufacture or treatment. The Subcontractor shall furnish to the Contractor in such detail and as often as required, full reports of the progress of the Subcontractor's work irrespective of the location of such work.

PROTECTION OF THE WORK. The Subcontractor shall take necessary precautions to properly protect the Subcontractor's work and the work of others from damage caused by the Subcontractor's operations or to protect Subcontractor's work from the operations of other trades/subcontractors. Should the Subcontractor cause damage to the work or property of the Owner, the Contractor or others, the Subcontractor shall promptly remedy such damage to the satisfaction of the Contractor, or the Contractor may so remedy and deduct the cost thereof from any amounts due or to become due the Subcontractor. All areas of the Project disturbed by the Subcontractor's work shall be restored to the condition in which the area was prior to the start of the work.

PERMITS, FEES AND LICENSES. The Subcontractor shall give adequate notices to authorities pertaining to the Subcontractor's work and secure and pay for all permits, fees, licenses, assessments, inspections and sales tax and any other taxes necessary to complete the Subcontractor's

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work in accordance with the Contract Documents. To the extent obtained from the Owner by the Contractor under the Contract Documents, the Subcontractor shall be compensated for additional costs resulting from laws, ordinances, rules, regulations and taxes enacted after the date of the Agreement.

ASSIGNMENT. The Subcontractor shall not assign this Agreement, nor its proceeds nor subcontract the whole nor any part of the Subcontractor's work without prior written approval of the Contractor, which shall not be unreasonably withheld.

WORKMANSHIP. Every part of the Subcontractor's work shall be executed in strict accordance with the Contract Documents in the most sound, workmanlike, and substantial manner. All workmanship shall be of the best of its several kinds, and all materials used in the Subcontractor's work shall be furnished in ample quantities to facilitate the proper and expeditious execution of the work, and shall be new except such materials as may be expressly provided in the Contract Documents to be otherwise. All work to be a complete installation subject to the approval of Architect, Engineer, Owner and Contractor and shall comply with all Local, State, and Federal guideline codes, including but not limited to health, transportation, fire authorities and State and Federal safety codes.

MATERIALS FURNISHED BY OTHERS. In the event the scope of the Subcontractor's work includes installation of materials or equipment furnished by others, it shall be the responsibility of the Subcontractor to examine the items so provided and thereupon handle, store and install the items with such skill and care as to ensure a satisfactory and proper installation. Loss or damage due to acts of the Subcontractor shall be deducted from any amounts due or to become due the Subcontractor. When Subcontractor's work is performed on or over work performed or materials provided by other trades, Subcontractor shall have accepted the work or materials of others as being in conformance with acceptable standards and that work performed or materials furnished by others will in no way prevent Subcontractor from providing an acceptable finished Project with required warranties.

LIENS. Subcontractor shall not permit liens to be asserted against the Project premises or against funds in the hands of the Owner or Contractor by any sub-tier subcontractor or supplier who furnishes labor or materials to the Project. Subcontractor shall, upon three (3) days' written notice from Contractor, supply a corporate surety bond in an amount at least equal to 1.25 times the amount of any lien so claimed and shall promptly cancel said lien of record. If Subcontractor fails to promptly cancel the lien of record, Contractor may do so and the costs thereof, including reasonable attorney's fees and bond premiums, shall be back charged or setoff to Subcontractor. **Nothing in this section shall in any way limit Subcontractor from filing its own lien as provided by law where the Project is located.**

In the event that any applicable law, statute, regulation or bond requires Subcontractor to take any action prior to receipt of a payment by Contractor, in order to preserve or protect the Subcontractor's rights, if any, with respect to mechanics liens or bond claims, then the Subcontractor may take that action prior to the expiration of the reasonable time for payment and such action will not be in violation of this Subcontract nor considered premature for purposes of preserving and protecting the Subcontractor's rights.

SUBSTITUTIONS. No substitutions shall be made in the Subcontractor's work unless permitted in the Contract Documents and only then upon the Subcontractor first receiving all approvals required under the Contract Documents for substitutions. The Subcontractor shall indemnify the Contractor for any increased costs incurred by the Contractor as a result of such substitutions, whether or not the Subcontractor has obtained approval thereof.

USE OF CONTRACTOR'S EQUIPMENT. The Subcontractor, its agents, employees, subcontractors or suppliers shall not use the Contractor's equipment without the express written permission of the Contractor's designated representative. If the Subcontractor or any of its agents, employees, suppliers or lower tier subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items owned, leased, or under the control of the Contractor, the Subcontractor shall be liable to the Contractor for any loss or damage (including personal injury or death) which may arise from such use, except where such loss or damage shall be found to have been due solely to the negligence of the Contractor's employees operating such equipment.

WARRANTY. The Subcontractor warrants its work against all deficiencies and defects in materials and/or workmanship and as called for in the General Contract Documents. The Subcontractor agrees to satisfy such warranty obligations which appear within the guarantee or warranty period established in the General Contract Documents without cost to the Owner or the Contractor. The Subcontractor agrees that Contractor may assign to Owner Contractor's right to enforce Subcontractor's warranty obligation and Subcontractor agrees that Owner may enforce Subcontractor's warranty obligation directly against Subcontractor. The Subcontractor acknowledges the opportunity to examine the General Contract Documents in the office of the Contractor prior to execution of this Agreement. If no guarantee or warranty is required of the Contractor in the General Contract Documents, then the Subcontractor shall guarantee or warranty its work as described above for the period of one year from the date(s) of substantial completion and acceptance or use by the Owner of designated equipment, whichever is later. The Subcontractor further agrees, if requested, to execute a separate written guaranty(s) or warranty form(s) for the Subcontractor's work performed and/or materials supplied based on the provision identified herein above prior to final payment.

SUBCONTRACT BOND. If a Performance and Payment Bond is not required of the Subcontractor, then within the duration of this Agreement, the Contractor may, at its option, require such bonds and the Subcontractor shall provide same. Said bonds shall be in the full amount of this Agreement in a form and by a surety satisfactory to the Contractor. The Subcontractor shall be reimbursed without retainage for cost of same simultaneously with the next progress payment hereunder. The reimbursement amount for the bonds shall not exceed the manual rate for such Subcontractor work. In the event the Subcontractor shall fail to promptly provide such requested bonds, the Contractor may terminate this Agreement and re-let the work to another Subcontractor and all Contractor costs and expenses incurred thereby shall be paid by the Subcontractor.

INDEMNIFICATION

SUBCONTRACTOR'S PERFORMANCE. To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, the Architect, the Contractor (including its affiliates, parents and subsidiaries) and other contractors and subcontractors and all of their agents and employees from and against all claims, damages, loss and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Subcontractor's Work provided that

(a) any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Subcontractor's work itself) including the loss of use resulting therefrom, to the extent caused or alleged to be caused in whole or in any part by any negligent act or omission of the Subcontractor or anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, regardless of whether it is caused in part by a party indemnified hereunder;

(b) such obligation shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person.

NO LIMITATION UPON LIABILITY. In any and all claims against the Owner, the Architect, the Contractor (including its affiliates, parents and subsidiaries) and other contractors or subcontractors, or any of their agents or employees, by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor of anyone for whose acts the Subcontractor may be liable, the indemnification obligation under this subcontract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

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ARCHITECT EXCLUSION. The obligations of the Subcontractor under this Section (Indemnification) shall not extend to the liability of the Architect, if any, its agents or employees, arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the Architect, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

COMPLIANCE WITH LAWS. The Subcontractor agrees to be bound by, and at its own cost, comply with all federal, state and local laws, ordinances and regulations (hereinafter collectively referred to as "laws") applicable to the Subcontractor's work including, but not limited to, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, safety and all other laws with which the Contractor must comply according to the Contract Documents. The Subcontractor shall be liable to the Contractor and the Owner for all loss, cost and expense attributable to any acts of commission or omission by the Subcontractor, its employees and agents resulting from the failure to comply therewith, including, but not limited to, any fines, penalties or corrective measures.

PATENTS. Except as otherwise provided by the Contract Documents, the Subcontractor shall pay all royalties and license fees which may be due on the inclusion of any patented materials in the Subcontractor's work. The Subcontractor shall defend all suits for claims for infringement of any patent rights arising out of the Subcontractor's work, which may be brought against the Contractor or Owner, and shall be liable to the Contractor and Owner for all loss, including all cost, expenses, and attorney's fees.

INSURANCE

SUBCONTRACTOR'S INSURANCE. Prior to the start of the Subcontractor's work, the Subcontractor shall procure for the Subcontractor's work and maintain in force Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and any other insurance required by law. The Contractor, Owner, and Architect shall be named as additional insured on each of these policies except for Worker's Compensation. This insurance shall include contractual liability insurance covering the Subcontractor's obligations.

MINIMUM LIMITS OF LIABILITY. (See attached **Minimum Insurance Requirements**, incorporated herein by reference.)

CANCELLATION, RENEWAL OR MODIFICATION. The Subcontractor shall maintain in effect all insurance coverage required under this Agreement at the Subcontractor's sole expense and with insurance companies acceptable to the Contractor. All insurance policies shall contain a provision that the coverage's afforded thereunder shall not be canceled or not renewed, nor restrictive modifications added, until at least thirty (30) days prior written notice has been given to the Contractor unless otherwise specifically required in the Contract Documents. Certificates of Insurance, or certified copies of policies acceptable to the Contractor shall be filed with the Contractor prior to the commencement of the Subcontractor's work. In the event the Subcontractor fails to obtain or maintain any insurance coverage required under this Agreement, the Contractor may purchase such coverage and charge the expense thereof to the Subcontractor or terminate this Agreement.

WAIVER OF RIGHTS. The Contractor and Subcontractor waive all rights against each other and the Owner, the Architect, separate contractors, and all other subcontractors for loss or damage to the extent covered and paid for by Builder's Risk or any other property or equipment insurance except such rights as they may have to the proceeds of such insurance; provided, however, that such waiver shall not extend to the acts of the Architect, if any. Upon written request of the Subcontractor, the Contractor shall provide the Subcontractor with either (1) a copy of the Builder's Risk policy of insurance, (2) a Certificate of Insurance identifying coverage, or (3) any other property insurance in force for the Project and procured by the Contractor. The Subcontractor shall satisfy itself as to the existence and extent of such insurance prior to commencement of the Subcontractor's work. If the Owner or Contractor has not purchased Builder's Risk insurance for the full insurable value of the Subcontractor's work less the applicable deductible, then Subcontractor may procure such insurance as will protect the interests of the Subcontractor, its subcontractors and their subcontractors, in the work, and, by appropriate Subcontract Change Order, the cost of such additional insurance shall be reimbursed to the Subcontractor. If not covered under the Builder's Risk policy of insurance or any property or equipment insurance required by the Contract Documents, the Subcontractor shall procure and maintain at the Subcontractor's own expense property and equipment insurance for portions of the Subcontractor's work stored off the site or in transit and for Subcontractor's tools and equipment located on the site.

Subcontractor waives all rights against Contractor, the Owner, the Architect, and all other subcontractors for loss or damage to the extent covered and paid for by insurance Subcontractor is required to furnish under this Agreement.

CONTRACT INTERPRETATION

INCONSISTENCIES AND OMISSIONS. Should inconsistencies or omissions appear in the Contract Documents, it shall be the duty of the Subcontractor to so notify the Contractor in writing within three (3) business days of the Subcontractor's discovery thereof. Upon receipt of said notice, the Contractor shall instruct the Subcontractor as to the measures to be taken and the Subcontractor shall comply with the Contractor's instructions and shall proceed with its work under the written order of Contractor.

LAW AND EFFECT. This Agreement shall be governed by the law of the State of North Carolina.

SEVERABILITY AND WAIVER. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

DISPUTE RESOLUTION

AGREEMENT TO ARBITRATE. Contractor and Subcontractor agree to submit any controversy arising out of or related to the Subcontract, the Contract or the Project to binding arbitration. Any controversy or claim arising out of or relating to the Subcontract, or any alleged breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration is final and binding on all parties and will be utilized in any claim or controversy which arises under this contract.

All claims, disputes and other matters in question arising out of, or relating to, this Subcontract, or the breach thereof, except for claims which have been waived by the making or acceptance of final payment, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. Notwithstanding other provisions in this Subcontract, or choice of law provisions to the contrary, this agreement to arbitrate shall be governed by the Federal Arbitration Act, 9 U.S.C. •1 et seq., which shall not be superseded or supplemented by any other arbitration act, statute or regulation.

In the event Contractor is involved a separate lawsuit, arbitration proceeding, or other form of alternative dispute resolution, involving the Subcontractor's work, questions of law or fact common to the Subcontractor's work, or if complete relief cannot be afforded Contractor without the Subcontractor's presence in that separate litigation, arbitration or alternative dispute resolution proceeding, Subcontractor hereby consents to its consolidation or joinder in that separate proceeding, at Contractor's sole election.



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In the event that an arbitration or other disputes proceeding is pending between Contractor and Subcontractor at the time of Contractor's election to join Subcontractor in such a separate disputes proceeding, the parties further agree that the pending arbitration or disputes proceeding between Contractor and Subcontractor shall be delayed, dismissed or stayed, at Contractor's election.

The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with the Federal Arbitration Act in any court having jurisdiction.

The Subcontractor shall carry on the Subcontract work and maintain the Schedule of Work pending final resolution of a claim including arbitration, unless the Subcontract has been terminated or the Subcontract work suspended as provided for in the Subcontract, or the parties otherwise agree in writing to a partial or total suspension of the Subcontract work. If the Subcontractor is continuing to perform in accordance with the Subcontract, the Contractor shall continue to make payments as required by the Subcontract.

To the extent not prohibited by their contracts with others, the claims and disputes of the Owner, Contractor, Subcontractor and others involved with the Project, concerning a common question of fact or law, shall be heard by the same arbitrator (s) in a single proceeding.

ATTORNEY'S FEES. Should either party employ an attorney to institute an action to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of the Agreement or to recover on a surety bond given by a party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges, and expenses expended or incurred herein.

TITLES. The titles given in this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

ENTIRE AGREEMENT. This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreement, either written or oral.

NOTICES

The SUBCONTRACTOR shall contact the Contractor's representative(s) for questions concerning the work, scheduling, etc. If a question arises concerning payment for work performed, the SUBCONTRACTOR should contact Contractor's Accounts Payable Department at the following address:

Accounts Payable Department
Metcon, Inc.
P. O. Box 1149
Pembroke, North Carolina 28372
Telephone (910) 521-8013

If SUBCONTRACTOR feels that the Accounts Payable Department has not properly addressed a problem relating to timely payment, the SUBCONTRACTOR should submit a "Request for Payment Review," in writing to:

Chief Financial Officer
Metcon, Inc.
P. O. Box 1149
Pembroke, North Carolina 28372

If legal notices are required to be filed, they shall be filed, in writing, to the following:

Metcon, Inc.
P. O. Box 1149
Pembroke, North Carolina 28372

Exhibits attached hereto are incorporated herein by reference and are a part of this Agreement as if fully set out herein.

Executed this day and year first above written.

SUBCONTRACTOR

CONTRACTOR

METCON INC.

BY _____
NAME _____
TITLE _____
DATE _____

BY _____
NAME: _____
TITLE: _____
DATE: _____

ADDITIONAL SCOPE/DESCRIPTION OF WORK**A. Clarifications**

- a. All work to be complete installation subject to the approval of Architect, Engineer, Owner, and Metcon, Inc.
- b. All work shall comply with all Local, State and Federal guideline codes, including but not limited to Health, Transportation, and Fire Authorities.
- c. All work shall comply with all State and Federal safety codes.
- d. All project closeout documents and warranties must be provided in the time outlined in the specifications or in this Contract Document and final payment plus retainage will not be released until these are complete and accepted.
- e. All employees shall wear hard hats and proper clothing at all times when on the jobsite.
- f. This Subcontractor shall employ and furnish a certified "competent person" if deemed necessary by any controlling body for the performance of this work. This person must be able to speak fluent English.
- g. Installation of work by this Subcontractor on or over work of other trades shall mean that you have accepted this substrate as being in conformance with acceptable standards and that this work in no way will prevent you from providing an acceptable finish product with the required warranties.
- h. A complete list of suppliers and/or sub subcontractors (2nd-Tier Contractors) with address, telephone number and contact person is to be provided within 14 days of contract execution to Metcon, Inc. solely for our information use only.
- i. Metcon, Inc. requires releases of lien from Subcontractor and Subcontractor's suppliers before payment will be issued.
- j. A pre-construction meeting shall be scheduled by Subcontractor with Project Manager and Superintendent to review the Schedule of Work and existing conditions of site prior to beginning work.
- k. Any punch list items shall be completed within 7 calendar days of notification of such items. If after written notice from the Contractor, and upon expiration of 7 calendar days after notification, the Subcontractor has not completed the punch list items, the Contractor shall without further notification, cause such punch list items to be completed and the Subcontractor shall pay 110% of the cost incurred by the Contractor.
- l. Any warranty items shall be corrected within 15 days after written notice from the Owner or Contractor, or in the event of an emergency, items must be corrected within 24 hours after notification. Contractor shall have the same remedy as in Item l if the work is not completed within the outlined time frame.
- m. See attached Exhibit "B" for additional Clarifications.

B. Specific Contract Inclusions/Exclusions

- a. Furnish all labor, fabrication, engineering, submittals, shop drawings, materials, tools, supervision, hoisting, scaffolding, transportation, supplies, equipment, taxes and insurance to provide a complete installation of the work in accordance with the contract documents (As more particularly set out in **Exhibit "A" – Contract Specific Inclusions/Exclusions**) including but not limited to "Subcontract Work" as set out in the agreement.

C. Plans, Specifications, and Addenda

- a. This Contract Document consists of this Agreement, Miscellaneous Accounting Forms, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, Specifications, all Addenda issued prior to and all Modifications (Change Orders) issued after execution of this Agreement. This Forms the Contract, and all are as fully a part of the Contract as if attached to this agreement or repeated therein. Reference attached **Exhibit "C" – Project Plan List**.

D. Changes/Modifications

- a. Must be approved in writing by Metcon, Inc. prior to execution of the work. No change orders will be allowed on this subcontract unless there is a definite change in the scope in which Metcon, Inc. receives a written Change Order from the Owner or unless there are specific items of work which Metcon, Inc. wishes to add to the scope of the subcontract. All changes in the work shall be authorized by written change order only.

E. Schedule

- a. Subcontractor shall provide sufficient quantity of workers to maintain the schedule of work.
- b. **Exhibit "D" – Project Schedule.**

Index of Exhibits

- **Exhibit A – Scope Inclusions/Exclusions**
- **Exhibit B – Project Special Conditions**
- **Exhibit C – Contract Documents List**
 - **Drawings Log**
 - **Specifications Log**
- **Exhibit D – Project Schedule**
- **Exhibit E – Contractors Project Statement**
- **Exhibit F – Contract Recording & Accounting Documents**
- **Exhibit G – Joint Check Agreement**
 - **Metcon reserves the right to charge an administration fee for the issuance of Joint Checks**
- **Exhibit H – Certification Regarding Lobbying**
 - **Public Contracts Only**
- **Exhibit I – Notice of Public Subcontract**
- **Exhibit J – (Reference CMR 00 70 04) Job Specific Safety Requirements**
 - **Please Provide All Safety Documents Requested Numbers 1-5 ASAP**
 - **Sign and Return Page 4 (Commitment Agreement)**
- **Exhibit K – Bond Forms**
 - **Performance Bond**
 - **Payment Bond**
- **Exhibit L- Insurance Requirements**
 - **Sample insurance Certificate – Must return Certificate of Insurance with Subcontract**
 - **Minimum insurance Requirements**



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Exhibit A

Scopes Inclusion/Exclusion

See Attachment

Exhibit A

Scopes Inclusions /Exclusions

7/25/2024 at 2:00 PM

- BP0150 General Trade
- BP0170 Final Cleaning
- BP0240 Demo & Abatement
- BP0330 Turnkey Concrete
- BP0340 Hollow Core Planks
- BP0400 Turnkey Masonry
- BP0510 Structural Steel
- BP0550 Ornamental Metals
- BP0710 Dampproofing, Waterproofing & Joint Protection
- BP0724 EIFS
- BP0740 Wall Panels
- BP0750 Turnkey Roofing
- BP0780 Fire & Smoke Protections
- BP0810 Doors, Frames & Hardware
- BP0833 Specialty Doors (Coiling Doors & Grilles & Garage Doors)
- BP0840 Aluminum Windows - Entrance - Storefront - Curtainwall
- BP0920 Metal Framing and Gypsum Board Assemblies
- BP0930 Ceramic Tile
- BP0950 Acoustical Ceilings & Panels
- BP0960 Resilient Flooring & Carpet
- BP0962 Athletic Flooring
- BP0967 Epoxy Flooring
- BP0990 Painting & Coatings
- BP1014 Signage
- BP1020 Interior Specialties
- BP1050 Storage Specialties
- BP1073 Awnings & Canopies
- BP1140 Food Service Equipment
- BP1166 Athletic Equipment
- BP1220 Window Treatments
- BP1230 Manufactured Casework
- BP1266 Telescoping Bleachers
- BP1420 Elevators
- BP2100 Fire Suppression
- BP2200 Plumbing
- BP2300 Heating, Ventilating, And Air Conditioning (HVAC)
- BP2351 Geothermal System
- BP2600 Electrical
- BP3100 Turnkey Sitework
- BP3164 Deep Foundations
- BP3231 Fence & Gates
- BP3290 Landscaping
- BP4814 Photovoltaic Panels



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Exhibit B

**Additional Clarifications and Conditions
See Attachment**

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EXHIBIT “B” – Additional Clarifications and Conditions

1. Any changes of scope requiring additional cost or time from the owner must be submitted on the project Cost of Change Worksheet with all associated required information.
2. This Subcontractor is required to maintain a clean working site at all times by removing his trash daily or as otherwise directed by the Metcon, Inc. supervisory personnel.
3. In addition, this Subcontractor will be required to participate in a composite cleaning crew (based on manpower of Subcontractors working on the site) if and as directed by the Metcon, Inc. Superintendent for clean-up of common trash (i.e. lunch wrappers, drink containers, etc.).
4. Mandatory attendance is required for project meetings as requested by Metcon, Inc. supervisory personnel.
5. Within 14 days of Subcontract award, submit a schedule of major material delivery dates and update it at scheduled progress meetings.
6. This Subcontractor will cooperate in the resolution and coordination of conflicts with other trades.
7. Restrictions on Asbestos use: All Contractors shall certify, and shall furnish adequate manufacturer’s certification, that no new materials used in the construction of this work contain any form of asbestos.
8. Any penalty assessed to the Contractor or Owner as a direct result of this Subcontractor’s work will be charged to the Subcontractor, including any OSHA safety fines that are caused by the Subcontractor or his personnel.
9. If the Owner or Engineer assesses re-inspection costs for punch list reviews after a second inspection due to this Subcontractor’s deficiencies, that cost will be assessed to the Subcontractor.
10. Any penalty assessed to the Contractor by the owner due to delays directly attributable to the Subcontractor’s work will be assessed to the Subcontractor.
11. Monthly payment applications shall be delivered to Metcon, Inc. Pembroke office by the nineteenth (19th) day of the month.
12. All areas of the project disturbed by the Subcontractor’s work shall be restored to the condition in which the area was prior to the start of that work.
13. Subcontractor is responsible for protecting his work from damage by other trades.
14. Profanity or other offensive actions will not be tolerated at the project. Violators will be directed to leave the site.

15. The Subcontractor is cautioned to protect all concrete floors from stains. After slab-on-grade installation: no eating, drinking, tobacco chewing, smoking, or mechanical lifts will be permitted inside the building. Any damage to concrete flooring, attributable to the Subcontractor's employees, will be cleaned or replaced at the Subcontractor's expense.

16. No radios or audio equipment will be permitted to be used on the project during work hours. Failure to comply will result in direction for the violator's replacement by other personnel.

17. Work hours other than the normal 40 hour, 5-day work week shall be approved in advance by Metcon, Inc. supervisory personnel.

18. All Owners' facilities are off limits to construction personnel. This includes toilets, break areas, snack bars, cafeterias, vending machines, etc. Breaks are only allowed in specifically designated areas. Sanitary facilities have been provided for your use. DO NOT relieve yourself anywhere else. This will be grounds for immediate termination.

19. Use only routes to and from construction areas as directed by Metcon, Inc. Anyone outside these designated areas will be removed from the job.

20. Do not interact or talk with the Owner's staff, except when the discussion is related to the work or in case of any emergency.

21. All construction personnel will be required to wear *Hard Hats & Safety Vests* bearing their company name and logo prominently at all times during construction. One hundred percent (100%) fall protection is required above six feet (6'), including on any lift equipment.

22. Proper clothing must be worn at all times (i.e. long pants, shirts with sleeves, sturdy heavy work shoes, etc.).

23. Properly dispose of all trash generated at lunch break times.

24. Do not whistle, shout, or cat call at the general public or Owner's employees.

25. Use of tobacco or tobacco products is prohibited inside the protected building area. Smoking and chewing are allowed only in designated area.

26. No radios, or Bluetooth earbuds for phone or radio are allowed on jobsite.

27. All Subcontractors will take measures to keep noise levels to a minimum on the construction site.

28. All extension cords must meet OSHA regulations as prescribed in subpart "K" (SJ, SJO, SJT, SJTO, S, SO, ST, STO).

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29. Each employee must be trained on ladder safety. Stepladders must be fully extended, and employees may not sit or stand on the top or top step of any stepladder. Extension ladders must be firmly supported and secured.
30. Aisles and passageways must be kept clear at all times.
31. Each Subcontractor must provide required training for his employees (hazard communication, fall protection, forklift operator, etc.), and documentation provided.
32. SDS (formerly MSD Sheets) must be provided to Metcon, Inc. for all chemicals used or stored at this jobsite.
33. All manufacturers machine guarding will be in place at all times. This includes table saws, chop saws, and grinders.
34. Eye and face protection must be utilized with any type of abrasive grinding or cutting.
35. All employees are expected to attend Metcon weekly safety meetings.
37. All federal, state, and local regulations must be strictly followed.
38. All employees must be aware that the Owner's employees, visitor, and the general public in the area are not concerned with construction hazards. Therefore, all areas must be constantly kept free of all hazards.
39. Metcon, Inc. strictly prohibits the use, possession, distribution, or influence of alcohol and all controlled substances on its premises, facilities, or work sites.
40. Firearms are not permitted on grounds at any time.
41. All employees shall be provided fresh clean water at all times, with individual cups and a trash container. The common drinking cup is prohibited.

Metcon, Inc. will ask any Subcontractor with employees who do not adhere to the above regulations to remove those employees from the project. Subcontractors with repeat violations will not be invited to bid future work.

Contractual Safety Requirements

Each Subcontractor will work in compliance with all federal and state OSHA standards, as well as any Metcon, Inc. and Owner policies.

Subcontractor will have a competent person on the project that has the ability to communicate with their workers, as well as communicate, in English, with Metcon supervision.

Any worker found violating a safety standard will be asked to stop and abate the hazard immediately. At this point, the worker will be issued a written warning by Metcon Superintendent. In the event the same worker is found violating the same or another safety standard, the worker will be asked to leave the site for three (3) days. In the event representatives of Metcon still feel that continued individual or crew safety performance is not improving, the subcontractor will be asked to replace the supervision onsite.

Subcontractor will keep the project clean at all times. If the subcontractor fails to comply, after receipt

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of written notice of non-compliance, Metcon may perform the necessary cleanup and deduct the cost of such performance from any amount due to the subcontractor.

The subcontractor's competent person (foreman or superintendent) must attend the weekly safety meetings presented by Metcon Superintendent while sub-contractor has employees on site. If safety orientations are required for the project, each worker will be expected to go through a safety orientation before work begins.

Subcontractor shall provide a list of all second-tier subcontractors prior to beginning work. The second-tier subcontractor shall be made aware of all of Metcon safety policies and expectations prior to beginning work. All second-tier subcontractors will be held to the above policies and shall cooperate with Metcon Safety Supervision.

Subcontractor shall fully indemnify and reimburse Metcon against any fines or penalties issued to Metcon due to the failure of Subcontractor or its second-tier subcontractors to perform in a safe and compliant manner.

Failure to above by Metcon safety requirements will be considered a breach of the contract and can subject the Subcontractor to various disciplinary actions including, but not limited to, termination. See *Termination of Subcontractor*.

The foregoing Contractual Safety Requirements are in addition to and not in lieu of, any requirements set out elsewhere in the contract documents.

PROPERTY INSURANCE

The Owner or Contractor shall provide Builders' Risk Insurance for 100% of the contract amount. This insurance shall include the interests of the Owner, Contractor and Subcontractors of all tiers and insure against perils of Fire, Lightning, Wind, Vandalism, Collapse and Theft coverage at a minimum. When requested in writing, the Contractor shall provide the Subcontractor with copies of the Builders' Risk policy(ies) in effect for the Project. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

If the required property insurance is not in effect for the full value of the Subcontractor's work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

Insurance for the Subcontractor's materials and equipment required for the Subcontractor's work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the application for payment procedures.

The Builders' Risk policy will have a deductible of \$10,000. In the event of loss under the policy the Owner or Contractor shall pay the deductible. However, if the loss is the theft of Subcontractors' materials onsite the deductible shall be allocated to each Subcontractor as the ratio each Subcontractor's loss bears to the total amount of the loss.

WAIVERS OF SUBROGATION

The Contractor and Subcontractor waive all rights against each other and the Owner, the Architect, separate contractors, and all other subcontractors for loss or damage to the extent covered and paid for by Builder's Risk or any other property or equipment insurance except such rights as they may have to the proceeds of such insurance; provided, however, that such waiver shall not extend to the acts of the Architect, if any. Upon written request of the Subcontractor, the Contractor shall provide the Subcontractor with either (1) a copy of the Builder's Risk policy of insurance, (2) a Certificate of Insurance identifying coverage, or (3) any other property insurance in force for the Project and procured by the Contractor. The Subcontractor shall satisfy itself as to the existence and extent of such insurance prior to commencement of the Subcontractor's work. If the Owner or Contractor has not purchased Builder's Risk insurance for the full insurable value of the Subcontractor's work less the applicable deductible, then Subcontractor may procure such insurance as will protect the interests of the Subcontractor, its subcontractors and their subcontractors, in the work, and, by appropriate Subcontract Change Order, the cost of such additional insurance shall be reimbursed to the Subcontractor. If not covered under the Builder's Risk policy of insurance or any property or equipment insurance required by the Contract Documents, the Subcontractor shall procure and maintain at the Subcontractor's own expense property and equipment insurance for portions of the Subcontractor's work stored off the site or in transit and for Subcontractor's tools and equipment located on the site.

Subcontractor waives all rights against Contractor, the Owner, the Architect, and all other subcontractors for loss or damage to the extent covered and paid for by insurance Subcontractor is required to furnish under this Agreement.



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Exhibit C

List of Contract Drawings and Specifications

See Attachment

Pamlico County School 6-12 Drawing Log

Drawing No.	Drawing Title	Release Date
VOLUME 1		
General		
G-000	COVER SHEET	6/12/2024
G-001	GENERAL NOTES AND ABBREVIATIONS	6/12/2024
G-002	BUILDING CODE SUMMARY	6/12/2024
G-003	UL DESIGN DETAILS	6/12/2024
G-004	UL DESIGN DETAILS"	6/12/2024
G-005	UL DESIGN DETAILS	6/12/2024
G-006	3D VIEWS - EXTERIOR	6/12/2024
G-007	3D VIEWS - INTERIOR LOBBY AND ATHLETICS	6/12/2024
G-008	3D VIEWS - INTERIOR LEARNING COMMONS	6/12/2024
G-110	LIFE SAFETY PLAN - LEVEL 01	6/12/2024
G-111	LIFE SAFETY PLAN - LEVEL 02	6/12/2024
CIVIL		
C-001	GENERAL NOTES, LEGEND, & ABBREVIATIONS	6/12/2024
C-100	DEMOLITION PLAN	6/12/2024
C-200	OVERALL SITE PLAN	6/12/2024
C-201	SITE PLAN	6/12/2024
C-202	SITE PLAN	6/12/2024
C-300	OVERALL GRADING PLAN	6/12/2024
C-301	GRADING, DRAINAGE & EROSION CONTROL PLAN	6/12/2024
C-302	GRADING, DRAINAGE & EROSION CONTROL PLAN	6/12/2024
C-303	GRADING, DRAINAGE & EROSION CONTROL PLAN	6/12/2024
C-304	NCG01 GROUND STABILIZATION & MATERIALS HANDLING	6/12/2024
C-305	NCG01 SELF-INSPECTION RECORDKEEPING	6/12/2024
C-400	OVERALL UTILITY PLAN	6/12/2024
C-401	UTILITY PLAN	6/12/2024
C-402	UTILITY PLAN	6/12/2024
C-500	DETAILS	6/12/2024
C-501	DETAILS	6/12/2024
C-502	DETAILS	6/12/2024
C-503	DETAILS	6/12/2024
C-504	DETAILS	6/12/2024
C-505	DETAILS	6/12/2024
L-100	LANDSCAPE PLAN	6/12/2024
L-101	LANDSCAPE PLAN	6/12/2024
STRUCTURAL		
S-010	GENERAL NOTES	6/12/2024

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S-020	ROOF UPLIFT DESIGN PRESSURES	6/12/2024
S-030	STRUCTURAL ISOMETRIC VIEW	6/12/2024
S-100A	FOUNDATION PLAN AREA A	6/12/2024
S-100B	FOUNDATION PLAN AREA B	6/12/2024
S-100C	FOUNDATION PLAN AREA C	6/12/2024
S-100D	FOUNDATION PLAN AREA D	6/12/2024
S-100E	FOUNDATION PLAN AREA E	6/12/2024
S-100F	FOUNDATION PLAN AREA F	6/12/2024
S-101A	SLAB-ON-GRADE PLAN AREA A	6/12/2024
S-101B	SLAB-ON-GRADE PLAN AREA B	6/12/2024
S-101C	SLAB-ON-GRADE PLAN AREA C	6/12/2024
S-101D	SLAB-ON-GRADE PLAN AREA D	6/12/2024
S-101E	SLAB-ON-GRADE PLAN AREA E	6/12/2024
S-101F	SLAB-ON-GRADE PLAN AREA F	6/12/2024
S-102A	LOW ROOF FRAMING PLAN AREA A	6/12/2024
S-102B	LOW ROOF FRAMING PLAN AREA B	6/12/2024
S-102C	SECOND FLOOR & LOW ROOF FRAMING PLAN AREA C	6/12/2024
S-102D	SECOND FLOOR & LOW ROOF FRAMING PLAN AREA D	6/12/2024
S-102E	SECOND FLOOR FRAMING PLAN AREA E	6/12/2024
S-102F	SECOND FLOOR FRAMING PLAN AREA F	6/12/2024
S-103A	ROOF FRAMING PLAN AREA A	6/12/2024
S-103B	ROOF FRAMING PLAN AREA B	6/12/2024
S-103C	ROOF FRAMING PLAN AREA C	6/12/2024
S-103D	ROOF FRAMING PLAN AREA D	6/12/2024
S-103E	ROOF FRAMING PLAN AREA E"	6/12/2024
S-103F	ROOF FRAMING PLAN AREA F	6/12/2024
S-104E	HIGH ROOF FRAMING PLAN AREA E	6/12/2024
S-104F	HIGH ROOF FRAMING PLAN AREA F	6/12/2024
S-200	STRUCTURAL COLUMN SCHEDULE	6/12/2024
S-201	STRUCTURAL COLUMN SCHEDULE AND DETAILS	6/12/2024
S-301	FOUNDATION DETAILS	6/12/2024
S-302	FOUNDATION DETAILS	6/12/2024
S-303	MASONRY DETAILS	6/12/2024
S-401	FRAMING DETAILS	6/12/2024
S-402	FRAMING DETAILS	6/12/2024
S-403	FRAMING DETAILS	6/12/2024
S-404	FRAMING DETAILS	6/12/2024
S-405	STEEL FRAMING DETAILS	6/12/2024
S-406	ROOF FRAMING DETAILS	6/12/2024
S-407	ROOF FRAMING DETAILS	6/12/2024
S-408	ROOF FRAMING DETAILS	6/12/2024
S-409	FRAMING DETAILS	6/12/2024
S-410	FRAMING DETAILS	6/12/2024
S-411	FRAMING DETAILS	6/12/2024
S-412	FRAMING DETAILS	6/12/2024
S-413	FRAMING DETAILS	6/12/2024

ARCHITECTURAL

A-010	WALL PARTITION TYPES	6/12/2024
A-011	WALL PARTITION DETAILS	6/12/2024
A-101.1	OVERALL PLAN - FIRST FLOOR	6/12/2024
A-101.2	OVERALL PLAN - FIRST FLOOR (ROOM & DOOR TAG)	6/12/2024
A-101.3	OVERALL PLAN - FIRST FLOOR - CONTROL JOINT PLAN	6/12/2024
A-102.1	OVERALL PLAN - SECOND FLOOR	6/12/2024
A-102.2	OVERALL PLAN - SECOND FLOOR (ROOM & DOOR TAG)	6/12/2024
A-102.3	OVERALL PLAN - SECOND FLOOR - CONTROL JOINT PLA	6/12/2024
A-103.1	SECOND FLOOR PLAN - CLERESTORY	6/12/2024
A-103.2	SECOND FLOOR PLAN - CLERESTORY - DIM. PLAN	6/12/2024
A-111A.1	FIRST FLOOR PARTIAL PLAN - AREA A - DIM. PLAN	6/12/2024
A-111A.2	FIRST FLOOR PARTIAL PLAN - AREA A	6/12/2024
A-111B.1	FIRST FLOOR PARTIAL PLAN - AREA B - DIM. PLAN	6/12/2024
A-111B.2	FIRST FLOOR PARTIAL PLAN - AREA B	6/12/2024
A-111C.1	FIRST FLOOR PARTIAL PLAN - AREA C - DIM. PLAN	6/12/2024
A-111C.2	FIRST FLOOR PARTIAL PLAN - AREA C	6/12/2024
A-111D.1	FIRST FLOOR PARTIAL PLAN - AREA D - DIM. PLAN	6/12/2024
A-111D.2	FIRST FLOOR PARTIAL PLAN - AREA D	6/12/2024
A-111E.1	FIRST FLOOR PARTIAL PLAN - AREA E - DIM. PLAN	6/12/2024
A-111E.2	FIRST FLOOR PARTIAL PLAN - AREA E	6/12/2024
A-111F.1	FIRST FLOOR PARTIAL PLAN - AREA F - DIM. PLAN	6/12/2024
A-111F.2	FIRST FLOOR PARTIAL PLAN - AREA F	6/12/2024
A-112A.1	SECOND FLOOR PARTIAL PLAN - AREA A - DIM. PLAN	6/12/2024
A-112A.2	SECOND FLOOR PARTIAL PLAN - AREA A	6/12/2024
A-112B.1	SECOND FLOOR PARTIAL PLAN - AREA B - DIM. PLAN	6/12/2024
A-112B.2	SECOND FLOOR PARTIAL PLAN - AREA B	6/12/2024
A-112C.1	SECOND FLOOR PARTIAL PLAN - AREA C - DIM. PLAN	6/12/2024
A-112C.2	SECOND FLOOR PARTIAL PLAN - AREA C	6/12/2024
A-112D.1	SECOND FLOOR PARTIAL PLAN - AREA D - DIM. PLAN	6/12/2024
A-112D.2	SECOND FLOOR PARTIAL PLAN - AREA D	6/12/2024
A-112E.1	SECOND FLOOR PARTIAL PLAN - AREA E - DIM. PLAN	6/12/2024
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TI-112	SECOND FLOOR INTERCOM PLAN - OVERALL	6/12/2024

TECHNOLOGY - NETWORK

TN-111A	FIRST FLOOR NETWORK PLAN - AREA A	6/12/2024
TN-111B	FIRST FLOOR NETWORK PLAN - AREA B	6/12/2024
TN-111C	FIRST FLOOR NETWORK PLAN - AREA C	6/12/2024
TN-111D	FIRST FLOOR NETWORK PLAN - AREA D	6/12/2024
TN-111E	FIRST FLOOR NETWORK PLAN - AREA E	6/12/2024
TN-111F	FIRST FLOOR NETWORK PLAN - AREA F	6/12/2024
TN-112A	SECOND FLOOR NETWORK PLAN - AREA A	6/12/2024
TN-112B	SECOND FLOOR NETWORK PLAN - AREA B	6/12/2024
TN-112C	SECOND FLOOR NETWORK PLAN - AREA C	6/12/2024
TN-112D	SECOND FLOOR NETWORK PLAN - AREA D	6/12/2024
TN-112E	SECOND FLOOR NETWORK PLAN - AREA E	6/12/2024
TN-112F	SECOND FLOOR NETWORK PLAN - AREA F	6/12/2024
TN-113	PARTIAL MECH PENTHOUSE AND ROOF NETWORK PLAN	6/12/2024

TECHNOLOGY - SECURITY

TY-111A	FIRST FLOOR SECURITY PLAN - AREA A	6/12/2024
TY-111B	FIRST FLOOR SECURITY PLAN - AREA B	6/12/2024

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TY-111C	FIRST FLOOR SECURITY PLAN - AREA C	6/12/2024
TY-111D	FIRST FLOOR SECURITY PLAN - AREA D	6/12/2024
TY-111E	FIRST FLOOR SECURITY PLAN - AREA E	6/12/2024
TY-111F	FIRST FLOOR SECURITY PLAN - AREA F	6/12/2024
TY-112A	SECOND FLOOR SECURITY PLAN - AREA A	6/12/2024
TY-112B	SECOND FLOOR SECURITY PLAN - AREA B	6/12/2024
TY-112C	SECOND FLOOR SECURITY PLAN - AREA C	6/12/2024
TY-112D	SECOND FLOOR SECURITY PLAN - AREA D	6/12/2024
TY-112E	SECOND FLOOR SECURITY PLAN - AREA E	6/12/2024
TY-112F	SECOND FLOOR SECURITY PLAN - AREA F	6/12/2024
TY-113	PARTIAL MECH PENTHOUSE AND ROOF SECURITY PLAN	6/12/2024

Specification Log

Specification Log

Spec No.	Specification Title
VOLUME 1	
DIVISION 00	PROCUREMENT AND CONTRACTING REQUIREMENTS
00 01 01	Project Title Page
00 01 07	Seals Page
00 01 10	Table of Contents Vol 1 - Vol 3
00 31 00	Available Project Information
DIVISION 01	GENERAL REQUIRMENTS
01 10 00	Summary
01 21 00	Allowances
01 22 00	Unit Prices
01 23 00	Alternates
01 26 00	Contract Modification Procedures
01 29 00	Payment Procedures
01 30 00	Administrative Requirements
01 31 26	Electronic Communication Protocols
01 32 00	Construction Progress Documentation
01 33 00	Submittal Procedures
01 40 00	Quality Requirements
01 45 33	Code-Required Special Inspections
01 50 00	Temporary Facilities and Controls
01 60 00	Product Requirements
01 73 00	Execution
01 77 00	Closeout Procedures
01 78 23	Operation and Maintenance Data
01 78 39	Project Record Documents
01 79 00	Demonstration and Training
DIVISION 03	CONCRETE
03 30 00	Cast-In-Place Concrete
03 41 00	Prestressed Hollow-Core Concrete Planks
DIVISION 04	MASONRY
04 05 03	Masonry Mortaring and Grouting
04 20 00	Unit Masonry

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04 70 00	Cast Stone Masonry
DIVISION 05 METALS	
05 12 00	Structural Steel
05 21 00	Steel Joists
05 31 00	Steel Deck
05 40 00	Cold-Formed Steel Framing
05 50 00	Metal Fabrications
05 51 00	Metal Stairs
05 52 00	Metal Railings
05 71 00	Decorative Metal Stairs
DIVISION 06 WOOD, PLASTICS, AND COMPOSITES	
06 10 53	Miscellaneous Rough Carpentry
06 20 00	Finish Carpentry
06 61 16	Solid Surfacing Fabrications
06 83 13	Fiberglass Reinforced Paneling
DIVISION 07 THERMAL AND MOISTURE PROTECTION	
07 11 00	Dampproofing
07 13 00	Sheet Waterproofing
07 14 16	Cold Fluid-Applied Waterproofing
07 21 00	Thermal Insulation
07 21 19	Foamed-In-Place Insulation
07 22 16	Roof Insulation
07 24 00	Exterior Insulation And Finish Systems
07 27 00	Air Barriers
07 41 13	Metal Roof Panels
07 42 13	Metal Wall Panels
07 42 93.13	Metal Soffit Panels
07 52 16	Modified Bitumen Roofing (Alternate No. 9)
07 54 23	Thermoplastic-Polyolefin Roofing
07 62 00	Sheet Metal Flashing And Trim
07 65 00	Through Wall Flashing
07 72 00	Roof Accessories
07 72 33	Roof Hatches
07 84 00	Firestopping
07 90 00	Joint Protection
07 95 13	Expansion Joint Cover Assemblies
DIVISION 08 OPENINGS	
08 11 13	Hollow Metal Doors and Frames
08 11 16.10	Aluminum Doors with FRP Face Panel
08 14 16	Flush Wood Doors

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08 31 13	Access Doors and Frames
08 33 13	Coiling Counter Doors
08 33 23	Overhead Coiling Doors
08 41 13	Aluminum-Framed Entrances and Storefronts
08 44 13	Glazed Aluminum Curtain Walls
08 71 00	Door Hardware
08 80 00	Glazing
08 91 00	Louvers
VOLUME 2	
DIVISION 00	PROCUREMENT AND CONTRACTING REQUIREMENTS
00 01 01	Project Title Page
00 01 07	Seals Page
00 01 10	Table of Contents Vol 1 - Vol 3
DIVISION 09	FINISHES
09 21 16	Gypsum Board Assemblies
09 27 13	Glass-Fiber-Reinforced Gypsum Fabrications
09 30 00	Tiling
09 51 13	Acoustical Panel Ceilings
09 64 66	Wood Athletic Flooring
09 65 00	Resilient Flooring
09 65 66	Resilient Athletic Flooring
09 67 23	Resinous Flooring
09 68 13	Tile Carpeting
09 68 16	Sheet Carpeting
09 84 00	Acoustic Room Components
09 90 00	Painting and Coating
DIVISION 10	SPECIALTIES
10 14 00	Signage
10 21 13.19	Plastic Toilet Compartments
10 26 23.14	Wall Protection
10 28 00	Toilet Accessories
10 44 00	Fire Protection Specialties
10 51 13	Metal Lockers
10 73 16	Canopies
10 73 26	Walkway Coverings
10 75 00	Flagpoles
DIVISION 11	EQUIPMENT
11 21 73.10	Commercial Laundry Equipment
11 30 13	Residential Appliances

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11 40 00	Food Service Equipment
11 53 00	Laboratory Equipment
11 53 13	Laboratory Fume Hoods
11 66 23	Gymnasium Equipment
11 66 23.16	Basketball Backstops
11 66 23.23	Volleyball Equipment
11 66 23.53	Wall Padding
11 66 43	Interior Scoreboards
11 95 15	Kilns and Pottery Studio Equipment
DIVISION 12	FURNISHINGS
12 24 13	Roller Window Shades
12 32 16	Manufactured Plastic-Laminate-Clad Casework
12 35 53.19	Wood Laboratory Casework
12 66 13	Telescoping Bleachers
DIVISION 14	CONVEYING EQUIPMENT
14 21 23.16	Electric Traction Passenger Elevators - MRL
DIVISION 21	FIRE SUPPRESSION
21 05 00	Fire Protection System Controls
21 13 13	Wet-Pipe Sprinkler System
21 30 00	Electric-Drive, Centrifugal Fire Pumps
DIVISION 22	PLUMBING
22 05 00	Plumbing General
22 05 03	Plumbing Pipe, Tube And Fittings
22 05 15	Plumbing Specialties
22 05 23	General-Duty Valves For Plumbing Piping
22 05 29	Hangers And Supports For Plumbing Piping And Equipment
22 05 53	Identification For Plumbing Piping And Equipment
22 07 00	Plumbing Insulation
22 30 10	Plumbing Equipment
22 42 00	Plumbing Fixtures
DIVISION 23	MECHANICAL (HVAC)
23 05 00	Common Work Results For HVAC
23 05 13	Common Motor Requirements For HVAC Equipment
23 05 19	Meters And Gages For HVAC Piping
23 05 23	General-Duty Valves For HVAC Piping
23 05 29	Hangers And Supports For HVAC Piping And Equipment
23 05 48	Vibration And Seismic Controls For HVAC Piping And Equipment
23 05 53	Identification For HVAC Piping And Equipment
23 05 93	Testing, Adjusting, And Balancing For HVAC

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23 09 00	Direct Digital Control Systems
23 21 13	Hydronic Piping
23 21 13.33	Ground-Loop Heat-Pump Piping
23 21 23	Hydronic Pumps
23 23 00	Refrigerant Piping
23 31 13	Metal Ducts
23 31 16	Nonmetal Ducts
23 33 00	Air Duct Accessories
23 34 23	HVAC Power Ventilators
23 37 13	Diffusers, Registers, And Grilles
23 37 23	HVAC Gravity Ventilators
23 72 00	Energy Recovery Units
23 81 26	Split-System Air-Conditioners
23 81 46	Water-Source Unitary Heat Pumps
VOLUME 3	
DIVISION 00	PROCUREMENT AND CONTRACTING REQUIREMENTS
00 01 01	Project Title Page
00 01 07	Seals Page
00 01 10	Table of Contents Vol 1 - Vol 3
DIVISION 26	ELECTRICAL
26 05 00	Common Work Results For Electrical
26 05 19	Low-Voltage Electrical Power Conductors And Cables
26 05 23	Control-Voltage Electrical Power Cables
26 05 26	Grounding And Bonding For Electrical Systems
26 05 29	Hangers And Supports For Electrical Systems
26 05 33	Raceway And Boxes For Electrical Systems
26 05 43	Underground Ducts And Raceways For Electrical Systems
26 05 48	Vibration And Seismic Controls For Electrical Systems
26 05 53	Identification For Electrical Systems
26 05 73.13	Short-Circuit Studies
26 05 73.16	Coordination Studies
26 05 73.19	Arc-Flash Hazard Analysis
26 09 23	Lighting Control Devices
26 22 00	Low-Voltage Transformers
26 24 13	Switchboards
26 24 16	Panelboards
26 27 26	Wiring Devices
26 27 43	Electric Vehicle Service Equipment
26 28 13	Fuses
26 28 16	Enclosed Switches And Circuit Breakers
26 32 13.16	Natural Gas-Engine-Driven Generator Sets
26 36 00	Transfer Switches

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26 36 13.16	3-Way Manual Transfer Switch Performance
26 43 13	Transient-Voltage Suppression For Low-Voltage Systems
26 51 16	Lighting
DIVISION 27	COMMUNICATIONS
27 00 00	Basic Telecommunications Requirements
27 05 26	Grounding And Bonding For Communications Systems 27 05 36 -
27 05 36	Cable Trays For Communications Systems
27 05 53	Identification For Communications Systems
27 11 16	Communications Racks, Frames, And Enclosures
27 13 23	Communications Optical Fiber Backbone Cabling
27 51 16	Public Address System
27 53 19	Emergency Responder Radio Antenna-Repeater System
DIVISION 28	ELECTRONIC SAFETY AND SECURITY
28 13 00	Access Control Software And Database Management
28 15 00	Access Control Hardware Devices
28 16 00	Intrusion Detection
28 20 00	Video Surveillance
28 31 11	Digital, Addressable Fire-Alarm System
DIVISION 31	EARTHWORK
31 05 13	Soils For Earthwork
31 05 16	Aggregates For Earthwork
31 10 00	Site Clearing And Demolition
31 20 00	Earthwork For Site
31 22 13	Rough Grading
31 23 16	Excavation
31 23 17	Trenching
31 23 23	Fill
31 25 13	Erosion Controls
31 31 16	Termite Control
31 66 13	Rammed Aggregate Piers Or Stone Columns
DIVISION 32	EXTERIOR IMPROVEMENTS
32 11 23	Aggregate Base Courses
32 12 16	Asphalt Paving
32 13 13	Concrete Paving
32 17 23	Pavement Markings
32 31 13	Chain Link Fences And Gates
32 90 00	Landscaping
32 91 19	Landscape Grading
DIVISION 33	UTILITIES

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33 11 16	Site Water Utility Distribution Piping
33 27 53	Turnkey Duplex Lift Station
33 31 00	Sanitary Utility Sewerage Piping
33 41 00	Storm Utility Drainage Piping



Pamlico County School 6-12

Exhibit D

Project Schedule

Key Dates:

Notice to Proceed – 10/8/2024

Building Completed – 05/6/2026

Occupancy – 08/19/2026

Detailed schedule Forthcoming



Pamlico County School 6-12

Exhibit E

Contractor's Project Statement

See Attachment

1. The name of the project is

Pamlico County School 6-12

2. The physical address is

601 Main St., Bayboro, NC 28515

3. The name of the contacting body:

Pamlico County Schools

4. The name of the Construction Manager:

**Metcon, Inc.
763 Comtech Drive
Pembroke, NC 28372
910.521.8013**

5. The name, phone number, and mailing address of an agent authorized by the general contractor to accept service of the requests for payment bond, the notice of public subcontract, and the notice of claim on payment bond referenced in "Subsection B" of this section.

**Thomas Plant, Vice President - Raleigh
Metcon, Inc.
3050 Hammond Business Place Suite 121
Raleigh, NC 27603
919.322.2220**

6. The name and address of the principal place of business of the surety issuing the payment bond required by OSE for the construction contract.

**Liberty Mutual Insurance Company
13830 Ballantyne Corporate Place #450
Charlotte, NC 28277**



Pamlico County School 6-12

Exhibit F

**Contract Recording /Accounting
Documents**

See Attachment

DOCUMENTS TO INCLUDE WITH ALL PAY REQUEST/APPLICATION FOR PAYMENT

- Lien Waiver
- Lien Waiver from all Suppliers
- Sales Tax Report
- Minority Business Enterprise Form (MBE)
- Invoices from Suppliers (Only if you are doing a Joint Check Agreement)
- W-9 Requests for Taxpayer/Identification Number and Certification

Make sure you send us your Certificate of Insurance referencing the Project when you send back the contract (1) copy is all you will need to send, do not send with every Pay Request/Application for Payment.

Thank you!

WAIVER AND RELEASE OF LIEN AND/OR CLAIM
(Conditioned Upon Payment)

OWNER: _____

GENERAL CONTRACTOR: METCON, INC.

PROJECT: _____

FOR AND IN CONSIDERATION of one dollar (\$1.00) and other valuable consideration the undersigned does hereby WAIVE and RELEASE any and all liens or claims including, without limitation, any lien or bond claim with respect to the Project referenced above through the RELEASE DATE set out below.

THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT BY THE UNDERSIGNED OF PAYMENT for labor, materials and/or services through the RELEASE DATE in the amount of

\$ _____
(IF BLANK, THE AMOUNT SHALL BE DEEMED ZERO)

Further, the undersigned agrees to indemnify the General Contractor and Owner against any claim, including, without limitation, any lien or bond claim, asserted by or through it with respect to the project through said RELEASE DATE. The undersigned understands that the General Contractor and Owner are relying on this Waiver and Release in order to make payments to parties entitled to funds for labor, services, materials and/or equipment on the Project.

RELEASE DATE: _____
(IF BLANK, THE RELEASE DATE SHALL BE DATE OF NOTARY BELOW)

(SUBCONTRACTOR/SUPPLIER)

BY: _____

TITLE: _____

Sworn to and subscribed before me, this the _____ day of _____, 20_____

Notary Public: _____

(N.P. SEAL)

My Commission Expires: _____

(NOTE: IF YOU ARE NOT OWED ANY MONIES AS OF RELEASE DATE, USE WAIVER AND RELEASE OF LIEN AND/OR CLAIM)

FINAL WAIVER AND RELEASE OF LIEN AND/OR CLAIM

OWNER: _____

GENERAL CONTRACTOR: METCON, INC.

PROJECT: _____

FOR AND IN CONSIDERATION of one dollar (\$1.00) and other valuable consideration the undersigned does hereby WAIVE and RELEASE any and all liens or claims including, without limitation, any lien or bond claim with respect to the Project referenced above through the RELEASE DATE set out below. This Lien release is for the final payment on the subcontract and shall release all future lien claims on the job.

\$ _____

Further, the undersigned agrees to indemnify the General Contractor and Owner against any claim, including, without limitation, any lien or bond claim, asserted by or through it with respect to the project through said RELEASE DATE. The undersigned understands that the General Contractor and Owner are relying on this Waiver and Release in order to make payments to parties entitled to funds for labor, services, materials and/or equipment on the Project.

RELEASE DATE: _____
(IF BLANK, THE RELEASE DATE SHALL BE DATE OF NOTARY BELOW)

(SUBCONTRACTOR/SUPPLIER)

BY: _____

TITLE: _____

Sworn to and subscribed before me, this the _____ day of _____, 20_____

Notary Public: _____

(N.P. SEAL)

My Commission Expires: _____

(NOTE: IF YOU ARE OWED ANY MONIES AS OF RELEASE DATE, USE WAIVER AND RELEASE OF LIEN AND/OR CLAIM CONDITIONED UPON PAYMENT)

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor / Architect: _____

Address & Phone #: _____

Project Name: _____

Pay Application #: _____ Period: _____

MBE FIRM NAME	*TYPE OF MBE	AMOUNT PAID THIS MONTH (With This Pay App)	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

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

* Minority categories: Black (B), Hispanic (H), Asian American (AA), American Indian (AI), White Female (WF), Socially and Economically Disadvantaged (SED)

Approved / Certified By:

Name: _____ Title: _____

Date: _____ Signature: _____

SUBMIT WITH EACH PAY REQUEST - FINAL PAYMENT – FINAL REPORT

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

CONTRACTOR: _____

Page 1 of

PROJECT: _____

FOR PERIOD: _____

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

- * Attach subcontractor(s) report(s)
- ** Must balance with Detail Sheet(s)

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

Sworn to and subscribed before me,

This the _____ day of _____, 20____

Signed

Notary Public

My Commission Expires: _____

Print or Type Name of Above

Seal

NOTE:
This certified statement may be subject to audit.

STATE OF NORTH CAROLINA
 SALES AND USE TAX REPORT DETAIL

CONTRACTOR: _____

Pamlico County School 6-12

SUBCONTRACTOR _____

FOR PERIOD: _____

PROJECT: _____

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

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



Pamlico County School 6-12

Exhibit G

Joint Check Agreement

See Attachment

Exhibit G
Joint Check Agreement

THIS AGREEMENT is entered into the _____ day of _____, 20____, by and among the following parties:

CONTRACTOR:

Metcon, Inc.
763 Comtech Dr.
Pembroke, NC 28372
Phone: (910) 521-8013
Fax: (910) 521-8014

SUBCONTRACTOR:

Subcontractor: _____
Address: _____
City/ST/Zip: _____
Phone: _____
Fax: _____

CREDITOR:

Creditor: _____
Address: _____
City/ST/Zip: _____
Phone: _____
Fax: _____

RECITALS

- A. Contractor and Subcontractor entered into a Contract on the _____ day of _____, 20____, wherein Subcontractor agreed to furnish certain labor, materials and services to Contractor at a construction project located at Pamlico County School 6-12 (the "Project").
- B. In the Contract, Subcontractor agrees to pay for all materials and labor furnished under said Contract and to hold Contractor harmless from any liens or other claims arising in the event Subcontractor fails to pay for said labor and materials.
- C. In the Contract Subcontractor also agrees that Contractor may issue joint checks to Subcontractor and its material suppliers, sub-subcontractors, equipment suppliers, etc. if, in the Contractor's sole judgment, it is necessary to do so to ensure payment to the above-named parties, or if the above named parties file a notice of non-payment, lien or intent to lien, stop notice, or other claim to payment.
- D. Creditor desires to furnish materials, equipment, labor and/or other goods and services to Subcontractor, and further desires to receive assurance of payment for any said materials, equipment, labor and/or other goods and services so furnished.
- E. Subcontractor desires that Creditor continue to furnish materials, equipment, labor and/or other goods and services to Subcontractor for completion of the Contract, and consents to have Contractor issue joint checks to Subcontractor and Creditor.
- F. Contractor agrees, in its judgment, to make payments to Creditor by use of joint check(s) payable to Creditor and Subcontractor under the terms and conditions set forth below.

JOINT PAYMENT TERMS

1. This Agreement shall apply only if Creditor furnishes materials, equipment, labor and/or other goods and services to the Project after the date of this Agreement, unless Contractor agrees in a separate written modification to this Agreement to issue joint checks against invoices for materials, equipment, labor and/or other goods and services provided prior to the date of this Agreement.
2. Creditor must obtain signatures by both Contractor and Subcontractor for materials or equipment delivered to the site and must obtain signatures by both Contractor and Subcontractor for labor provided on a time, piecework, or force account basis.
3. Creditor must invoice both the Contractor and Subcontractor for all materials, equipment, labor and/or other goods and services furnished at the Project, using a form of invoice acceptable to Contractor. Creditor agrees that joint check payments will only be invoiced for and applied to accounts for labor, materials, equipment and/or other goods and services provided to the Project.
4. Upon acceptance of an invoice from Creditor, and subject to the other conditions in this Agreement, Contractor shall pay for the accepted materials, equipment, labor and/or other goods and services furnished by Creditor by check payable jointly to Creditor and Subcontractor.
5. If requested by Contractor, Subcontractor agrees to endorse all joint checks at Contractor's office and return the checks to Contractor. Contractor shall have the right but not the obligation to deliver said joint checks to Creditor. Delivery of the joint check or checks to Creditor, whether by Contractor or another party, shall be full performance by Contractor under this Agreement.
6. Notwithstanding Contractor's right to witness endorsements and deliver joint checks to Creditor, Contractor shall not be liable for any fraudulent or unauthorized endorsement of the joint checks, any conversion or loss of the joint checks, or any misuse or misappropriation of the funds drawn upon presentation of the joint checks, except upon a showing of willful misconduct or gross negligence on the part of Contractor.
7. Subcontractor and Creditor agree that joint checks shall constitute payments for work under the Contract between Subcontractor and Contractor. Creditor acknowledges and agrees that joint checks will only be issued if and when funds are owed to Subcontractor under the Contract. The amount of funds available to pay Creditor shall be limited to the amount at any given time that Contractor is obligated to pay to Subcontractor under the Contract, after taking into account all setoffs, deductions, damages or other credits allowed under the Contract. This Agreement is not a payment bond or other guarantee of payment to Creditor, nor does it create any agency relationship. Creditor agrees that it is bound by and that this Agreement is subject to the terms of the Contract between Contractor and Subcontractor concerning payment and the right to payment under the Contract.
8. Subcontractor agrees that the proceeds of all joint checks shall be the property of Creditor.
9. Creditor agrees that acceptance and negotiation of any joint check shall constitute a waiver and release of any claim of lien Creditor may have through the date said check is negotiated for labor, materials or equipment furnished to the Project which are the subject of the invoice paid by said joint check. Subcontractor and Creditor further covenant to indemnify and hold Contractor harmless from any claims or liens resulting from the delivery of materials or the furnishing of labor at the Project which are the subject of the invoice paid by said joint check.
10. Nothing in this Agreement is intended to void or modify any warranty given by Creditor.
11. Except as specifically set forth in this Agreement or in a separate contract unrelated to the Contract between Contractor and Subcontractor, Contractor has no contract or other obligation to purchase or procure labor, materials, equipment or other goods or services from Creditor.

Pamlico County School 6-12

12. This Agreement represents the entire agreement of the parties and may only be amended in writing.

13. This Agreement shall be construed in accordance with the laws of the State of North Carolina.

14. THE PARTIES HERETO ACKNOWLEDGE that this Agreement was executed on the day first above written.

METCON, INC.

SUBCONTRACTOR:

BY: _____

BY: _____

TYPED NAME

TYPED NAME

TITLE: _____

TITLE: _____

CREDITOR:

BY: _____

TYPED NAME

TITLE: _____



Pamlico County School 6-12

Exhibit H

Certification Regarding Lobbying

See Attachment

EXHIBIT H

Certification Regarding Lobbying

CONTRACT CLAUSE

NEW RESTRICTIONS ON LOBBYING

This contract, subcontract, or sub-grant is subject to Section 319 of Public Law 101-121, which added section 1352, regarding lobbying restrictions to Chapter 13 of Title 31 of the United States Code. The new section is explained in the common rule, 15 CFR Part 28 (55 FR 6736-6748, 2/26/90). Each bidder/applicant/recipient of this contract, subcontract, or sub-grant and sub-recipients are generally prohibited from using Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this Award.

Contract Clause Threshold

This Contract Clause regarding lobby must be included in each application for a sub-grant and in each bid for a contract or subcontract exceeding \$100,000 of Federal funds at any tier under the Federal Award.

Certification and Disclosure

Each applicant/recipient of a sub-grant and each bidder/applicant/recipient of a contract or subcontract exceeding \$100,000 of Federal funds at any tier under the Federal Award must file a "Certification Regarding Lobbying" and, if applicable, Standard Form LLL, "Disclosure of Lobbying Activities," regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the Federal Award (grant), who shall forward all disclosure forms to the Federal Agency.

Continuing Disclosure Requirement

Each sub-grantee, contractor, or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the Federal Award (grant) who shall be forwarded all disclosure forms to the Federal agency.

Indian Tribes, Tribal Organizations, or Other Indian Organizations

Indian tribes, tribal organizations, or any other Indian organizations, including the Alaskan Native organizations are excluded from the above lobby restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobby activities permitted by other Federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide (preferably in an attorney's opinion) EDA with the citation of the provision or provisions of Federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of Section 319 of Public Law No. 101-121. Note, also, that a non-Indian sub-grantee, contractor, or subcontractor under an award (grant) to an Indian tribe, for example, is subject to the restrictions and reporting requirements.



Pamlico County School 6-12

Exhibit I

Notice of Public Contract

See Attachment

EXHIBIT I - Notice of Public Contract

General Contract – Public Project

Under the new public contract payment and performance bond statute passed in 2012, a general contractor on a public project must do the following:

1. The general contractor must furnish the first-tier subcontractor a Contractor's Project Statement at the time it enters into a subcontract with a first-tier subcontractor or supplier. A form for the contractor's Project Statement is on Page 2.

This Statement should be attached as an Exhibit to every first-tier subcontract or purchase order.

If the Contractor's Project Statement is not furnished to a first-tier subcontractor, the general contractor cannot enforce its subcontract with the first-tier subcontractor until the subcontractor is given the Contractor's Project Statement.

2. The first-tier subcontractor must include the Contractor's Project Statement in its subcontracts and purchase orders with second-tier subcontractors or suppliers.

If the first-tier subcontractor does not include the Contractor's Project Statement in its subcontracts or purchase orders the first-tier subcontractor cannot enforce its subcontract with its second-tier subcontractors or suppliers.

The general contractor should obtain confirmation from its first-tier subcontractors that they have included the Contractor's Project Statement in their own subcontract and purchase orders.

3. Second-tier, and lower subcontractors should send the general contractor a Notice of Public Subcontract. The Notice of Public Subcontract will contain the subcontractor's contact information and describe the work the subcontractor is performing. It is not a bond claim. A sample of this form is on Page 3.

These lower-tier subcontractors can only make a payment bond claim for labor, material and equipment furnished 75 days prior to the date the subcontractor mailed its Notice of Public Subcontract. As an exception to this rule, a subcontractor may make a payment bond claim for less than \$20,000.00 even if the subcontractor has not served its Notice of Public Subcontract.

The general contractor should periodically check with the subcontractors who furnish a Notice of Public Subcontract to confirm that they are being paid by the first-tier subcontractor they are working for.

4. In addition, the general contractor must furnish a copy of its payment and performance bond within seven days of receiving a written request from a potential claimant.

The bond must be sent by certified mail, return receipt requested to the person who requested it. The general contractor must keep the return receipt and transmittal letter to prove it timely responded to the request.

NOTICE OF PUBLIC SUBCONTRACT (II.C.GEN.STAT. § 44A-27(d))

1. Name and address of the subcontractor giving notice of public subcontract.

2. General description of the real property on which the labor was or is to be performed or the material was or is to be furnished (street address, tax map lot and block number, reference to recorded instrument, or any description that reasonably identifies the real property).

3. General description of the subcontractor's contract, including the names and addresses for the parties thereto.

4. General description of the labor and material performed and furnished thereunder.

Dated: _____

Subcontractor: _____



Pamlico County School 6-12

Exhibit J

Safety Requirements

See Attachment



Pamlico County School 6-12

Exhibit K

Bond Forms

See Attachment

SUBCONTRACT PAYMENT BOND
763 Comtech Drive,
Pembroke, NC 28372

Metcon

Bond No:

KNOW ALL BY THESE PRESENTS, That we, _____, called the Principal, and _____, a _____ corporation, called the Surety, are held and firmly bound unto Metcon, Inc., called the Obligee, in the sum of _____ U.S. Dollars (\$ _____) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal has entered into a subcontract with the Obligee, dated _____ for _____ (“Subcontract”).

NOW, THEREFORE, if the Principal shall promptly make payment to all Claimants, as hereinafter defined, for all labor, material and equipment used, consumed, incorporated or reasonably required in the performance of the construction work under the Subcontract and defends, indemnifies and holds harmless the Obligee from all claims, demands, liens or suits by any Claimant seeking payment under this Bond, then this obligation shall be void; otherwise to remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as any person or entity (including person or entities of any lower tier to or through the Principal) who furnishes labor, materials or equipment or any other goods or services used, consumed, incorporated or reasonably required for use in the performance of the Subcontract and any and all modifications of the Subcontract that may be made after the date of this Bond. The intent of this Bond is to include, without limitation and in addition to the foregoing, in the terms “labor, material and equipment” all rental equipment used or reasonably required for use in connection with the Subcontract, architectural and engineering services required for the performance of the work of the Subcontractor, federal, state and local taxes, delay and impact damages and all other items for which either a lien claim or payment bond claim may be asserted against the Obligee under North Carolina law.

2. The above-named Principal and Surety, jointly and severally, agree with the Obligee that every Claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant’s work or labor was done or performed or materials were furnished by such Claimant may bring suit on this bond, prosecute the suit to final judgment for the amount due under Claimant’s contract for the labor, material, equipment furnished by the Claimant, and have execution thereon against Principal and Surety. The Obligee shall not be liable for the payment of any costs or expenses of any such suit and may recover any such costs from the Principal and Surety, jointly and severally.

3. No suit or action shall be commenced hereunder by any Claimant:

a. After the expiration of the later of one (1) year after the day on which the Claimant last supplied the labor and/or materials for which the claim is made or one (1) year from the day on which the final settlement is made between the Obligee and the project owner.

b. Other than a state court of competent jurisdiction in the county or other political

Pamlico County School 6-12

subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder. The Surety's liability hereunder is limited, singly, or in the aggregate, to the penal sum of the bond set forth herein.

5. The Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the Subcontract or the Obligee's contract with the project owner, or both, or in the work to be performed, or any forbearance on the part of the Subcontractor or Obligee to the other, shall in any way affect its obligations under this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications.

Signed this day of _____, 20__.

(Principal)

By: _____

(Surety)

By: _____

Attorney-in-Fact

Bonding Agent / Representative: _____

Mailing Address: _____

Email Address: _____

Pamlico County School 6-12
Subcontractor Performance Bond

Bond No.:

KNOW ALL BY THESE PRESENTS, That we, _____, called the Principal, and _____, a _____ corporation, called the Surety, are held and firmly bound unto Metcon, Inc., called the Obligee, in the sum of Dollars (\$ _____) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal has entered into a subcontract with the Obligee, dated _____, _____ for (“Subcontract”), which Subcontract is hereby referred to and made a part of this Bond.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall perform the Subcontract Work, as defined in the Subcontract, within the time provided by the Subcontract (and the Schedule of Work) and during the life of any guaranty or warranty required by the Subcontract, and shall well and truly perform all the terms, covenants and conditions of the Subcontract (including all modifications thereto), then this obligation shall be null and void; otherwise to remain in full force and effect. The Surety’s obligations hereunder shall not arise unless Principal is in default under the Subcontract for failing to perform the Subcontract Work, and has been declared by Obligee to be in default under the Subcontract; and Obligee has performed its obligations under the Subcontract. In such event, Surety shall promptly cure the default by:

1. Entering into an acceptable written takeover agreement with Obligee to undertake to perform and complete the Subcontract Work; or
2. Obtain bids or negotiated proposals from qualified contractors, acceptable to Obligee, for a contract for completion of the Subcontract Work, arrange for a contract, acceptable to the Obligee, to be prepared for execution by the Obligee and the contractor, to be secured with performance and payment bonds executed by a qualified surety; and pay the contractor for any excess completion costs as the Subcontract Work is performed; or
3. Waive its right to perform or complete the Subcontract Work pursuant to paragraphs 1 and 2 above, and (a) promptly tender payment of the penal sum of this Bond to the Obligee; or (b) deny liability in whole or in part and notify the Obligee citing reasons therefore.
4. The Subcontract balance, as defined below, shall be credited against the reasonable cost of completing the Subcontract Work. If completed by the Obligee pursuant to paragraph 2 above, and the reasonable cost exceeds the Subcontract balance, the Surety shall pay to the Obligee such excess, as such costs are incurred, but in no event shall the aggregate liability of the Surety exceed the amount of this Bond. If the Surety completes the work pursuant to paragraph 1 above, that portion of the Subcontract balance as may be required to complete the Subcontract Work and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Subcontract; provided, however, that to the extent that the Surety’s outlays exceed the Subcontract balance paid to Surety by Obligee, the Surety shall be entitled to a dollar for dollar reduction of its liability under this Bond, and the Surety’s aggregate liability shall not exceed the penal sum of this bond. The term “Subcontract balance,” as used herein shall mean the total amount payable by Obligee under the Subcontract and any amendments thereto, less the amounts heretofore properly paid by Obligee to the Principal under the Subcontract.
5. If Surety remedies the Subcontractor’s default pursuant to paragraphs 1 or 2 hereinabove, then

Pamlico County School 6-12

Surety shall also be obligated to pay, within 30 (thirty) days of receipt of invoice from Obligee, amounts due the Obligee under the Subcontract for correcting or performing the Subcontract Work after the declaration of Subcontractor's default and prior to the Surety's remedying the default.

6. In the event of a dispute between the Surety and Obligee related to the Subcontractor or the Subcontract Work or to this Bond, such dispute shall be resolved in accordance with the Dispute Resolution provisions of the Subcontract.

7. To the fullest extent allowed by law, if Surety fails to remedy the Subcontractor's default as set forth hereinabove, then Surety shall pay Obligee all attorney's fees and costs incurred by Obligee in enforcing the Surety's obligations under this Bond.

8. The Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the Subcontract or the Obligee's contract with the project owner, or both, or in the work to be performed, or any forbearance on the part of the Subcontractor or Obligee to the other, shall in any way affect its obligations under this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications.

9. Any suit by the Obligee under this bond must be instituted before the later of: (a) the expiration of two years from the date of substantial completion of the project, or (b) two years after the Principal ceased performing the Work under the Subcontract.

10. No suit or action shall be commenced hereunder other than in a court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

Signed this day of _____, 20__.

(Principal)

By: _____

(Surety)

By: _____

Attorney-in-Fact

Bonding Agent / Representative: _____

Mailing Address: _____

Email Address: _____



Pamlico County School 6-12

Exhibit L

Insurance Requirements

See Attachment

Minimum Insurance Requirements

TO:
SUBCONTRACTOR

ATTACHMENT TO SUBCONTRACT MINIMUM INSURANCE REQUIREMENTS

RE: Pamlico County School 6-12
ADDRESS: 601 Main St., Bayboro, NC 28515

Professional Liability

- a) Limits of Insurance of coverages in an amount not less than \$1,000,000 each occurrence/per claim.
- b) For damages alleged to be as a result of errors, omissions or negligent acts of Design Professional.

Commercial General Liability (CGL)

- a) Limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
- b) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
- c) CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
- d) General Contractor, Owner and all other named parties included as additional insured where required by written contract under the General Liability (including completed operations liability), Auto Liability, and Umbrella policies. Such coverage is primary and noncontributory.
- e) SUBCONTRACTOR shall maintain CGL coverage for itself and all additional insured for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the SUBCONTRACTOR'S work.

Automobile Liability

- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
- b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c) General Contractor, Owner and all other parties where required by written contract, shall be included as insured on the auto policy.

Commercial Umbrella

- a) Umbrella coverage must include as insured all entities that are additional insured on the CGL.
- b) Umbrella coverage for such additional insured shall apply as primary and noncontributory before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the SUBCONTRACTOR.

Workers Compensation and Employers Liability

- a) Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
- b) Where applicable, U.S. Longshore and Harbor workers Compensation Act Endorsement shall be attached to the policy.
- c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

Waiver of Subrogation - SUBCONTRACTOR waives all rights against General Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation liability and employer's liability insurance maintained per requirements stated above. A Waiver of Subrogation in favor of Metcon, Inc. also applies where required by written contract for the General Liability, Automobile and Worker Compensation policies.

Cancellation- All policies referenced on the certificate are to be endorsed to provide 30 days' Notice of Cancellation or non-renewal by registered mail to Metcon, Inc. and the Owner.

Certificates of Insurance acceptable to Metcon, Inc. shall be filed with Metcon, Inc. prior to the commencement of the SUBCONTRACTOR'S work. Attached to each certificate of insurance shall be a copy of the Insured Endorsement and Exclusions that is part of the SUBCONTRACTOR'S Insurance Policy.

NOTICE TO SUBCONTRACTOR

Please fax or email this page to your Insurance Agent along with Example COI we provided with Original Contract and ask that they forward a certificate and all policy endorsement to Metcon, Inc. as soon as possible. Send certificate and any questions to:

Tonya Warren - E-mail: twarren@metconus.com
Metcon, Inc. - P O Box 1149 Pembroke, NC 28372

Tel: 910-521-8013
Fax: 910-521-8014

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS
(FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

Metcon, Inc.

THIS ENDORSEMENT APPLIES ON A PRIMARY BASIS.