

# BID MANUAL

# Pender

# County K8



Prepared for Pender County Schools

**August 5, 2024**



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## SECTION 1 GENERAL INFORMATION

- PROJECT INFORMATION SHEET
- INSTRUCTIONS TO BIDDERS
- SUBSTITUTION REQUEST FORM

Project Information Sheet

**PROJECT NAME:** **Pender County K-8 School**  
BCC Job #2307  
Architect Project #631310

**LOCATION:** NC Highway 210  
Hampstead, NC 28443

**OWNER:** **Pender County Schools**  
965 Penderlea Highway  
Burgaw, NC 28425

**ARCHITECT:** **Moseley Architects**  
911 North West Street, Suite 205  
Raleigh, NC 27603

**CONSTRUCTION  
MANAGER:** **Bordeaux Construction Company, Inc.**  
4 Copley Parkway, Suite 100 Phone: 919-220-1141  
Morrisville, NC 27560

**Preconstruction Manager**  
Ben Warren Email: [Ben@bordeauxconstruction.com](mailto:Ben@bordeauxconstruction.com)  
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**Project Manager**  
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## Instructions to Bidders

Date: 8/5/2024

Re: **Pender County K-8 School**

Attention Bidders:

Bordeaux Construction, as Design-Builder, is accepting subcontractor bids for the Pender County K-8 School project. Sealed proposals will be received by Bordeaux Construction at location and times noted in "Bid Procedures" section below.

### Article 1 PROJECT SCOPE:

#### 1.1 Scope generally consists of:

- The Pender County K-8 School project consists of constructing a new 270,200 sf two-story facility with associated infrastructure
- New construction includes reinforced concrete foundations with spread column footings; reinforced concrete SOG; structural steel framing, joist & decking; load-bearing masonry and architectural brick veneer; aluminum storefront and curtainwall; TPO roof system; composite wall panels; air barrier systems (sprayed-foam & fluid-applied); interior partitions (masonry & metal stud GWB)
- Major Systems include fire suppression, plumbing, mechanical (gas packaged rooftop units, boilers, BAS/DDC), electrical [4000A MDP, FA, ERCES, lighting, specialty lighting, communication / data, security/access/surveillance and PA (infrastructure only), 500kW generator & docking station
- Interior finishes include hard tile, acoustical ceilings, resin flooring, resilient flooring & base, carpet tile, Athletic flooring, wood flooring (gym & stage), resin matrix terrazzo flooring, paint, Division 10 (toilet compartments, accessories, visual displays, signage, metal shelving, operable partitions, stage curtains, appliances), Interior and exterior athletic equipment, casework (plastic laminate, solid surface countertops, window sills, classrooms, science rooms, media center, library, etc.), window treatments, other furnishings; Food Service Equipment; and elevators
- Site work includes fence & gates; landscaping; and site furnishings
- Site is located on NC Highway 210, Hampstead, NC 28443

### Article 2 PRE-BID CONFERENCE

- 2.1 A Pre-Bid Conference for will be held on **Thursday, August 15, 2024 at 10 AM** in the **Pender County Schools Board of Education Board Room at the Katherine Herring Resource Center, 798 US Highway 117, Burgaw, NC 28425**. Pre-bid meeting minutes will be posted and distributed to prequalified bidders.

### Article 3 CONTRACT DOCUMENTS

- 3.1 Complete Plans, Specifications and Contract Documents will be made available after **5:00 on August 6th** as follows:
- l) Complete Plans, Specifications, and Contract Documents will be available to view or download electronically through SmartBidNet. Login and password information and instructions to access will be distributed to prequalified bidders once plans are available. Hard copies of project documents will be available to purchase through Accent Imaging **after 08/06/24**. To obtain bidding documents, please contact Accent Imaging (Production Department) 919-782-3332 or [production@accentimaging.com](mailto:production@accentimaging.com). Hours: M-F, 8am-5pm. Drawings and specifications are available at the contractors' expense.

- II) Bordeaux Construction Company, Inc.  
4 Copley Parkway, Suite 100  
Morrisville, NC 27560  
Hours: M-H 8am-4pm, Fri 8am-1pm
- 3.2 Bidder is responsible to review the Plans, Specifications, and Contract Documents against the Documents List found in this Bid Manual, Section 7 Exhibits. Notify Cliff Merrill at [cliff@bordeauxconstruction.com](mailto:cliff@bordeauxconstruction.com) of any inconsistencies.
- 3.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
- 3.4 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

#### Article 4 BULLETINS & ADDENDA

- 4.1 Should Bidder find discrepancies in, or omissions from, the drawings or documents or be in doubt as to their meaning, Bidder shall notify Bordeaux Construction at [estimating@bordeauxconstruction.com](mailto:estimating@bordeauxconstruction.com) who will send written instructions in the form of a CM Clarification or Addendum (if deemed necessary) to all bidders. Notification should be no later than seven (7) days prior to the date set for receipt of bids.
- 4.2 Neither Bordeaux Construction, Owner nor Designer will be responsible for any oral instructions

#### Article 5 PRE-BID QUESTIONS/CLARIFICATIONS

- 5.1 All questions and request for information shall be made in writing and submitted to Cliff Merrill via email: [estimating@bordeauxconstruction.com](mailto:estimating@bordeauxconstruction.com). Responses to any questions or request will be made in writing in the form of addendum or clarification as required. Any verbal response during the pre-bid period is not considered part of the contract documents.
  - I) The site will be available for bidders to review immediately following the Pre-Bid Conference.
  - II) All questions and clarifications must be submitted no later than **5pm (EST) Wednesday, August 21<sup>st</sup>**. Inquiries received after this date may be addressed at the discretion of Bordeaux Construction

#### Article 6 BIDDING PROCEDURES:

- 6.1 Bordeaux Construction will receive, open, and publicly read subcontractor bid proposals for the **Pender County K-8 School** project. Bids will be publicly read at the date and time noted below in Article 7 Bid Package Schedule in the **Pender County Schools Board of Education Board Room at the Katherine Herring Resource Center, 798 US Highway 117, Burgaw, NC 28425**
- 6.2 All bids must be submitted in a sealed envelope with the following marked plainly and legibly on the envelope:

Sealed Bid for:

**Project:** Pender County K-8 School  
**Contractor:** (Name of Contractor Submitting Bid)  
**Bid Package:** (See note below if submitting on Multiple Bid Packages)

- 6.3 Each bid must be submitted on the Bid Proposal Form for the respective bid package. If submitting on multiple bid packages or “Combo” bid packages, submit separate sealed proposals for each package. Bids not submitted in a sealed envelope or on any form other than the Bid Proposal Form provided, will not be read.
- 6.4 Any modification to the bid form may result in the bid being rendered non-responsive. This shall include any attachment of qualifications or indicating qualification directly on the bid form,
- 6.5 All blank spaces for bids, alternates and unit prices in the Bid Form must be filled out. If a bid item is “No Change”, Bidder must use one of the following: “\$0”, “No Change”, or “N/C”. Leaving a bid item blank or use of “No Bid”, “NIC”, or similar for any line item on the Bid Form may result in the bid being rendered non-responsive.
- 6.6 All Addenda and CM Clarifications, whether applicable to the trade or not, shall be acknowledged on the Proposal Signature Page of the Bid Form. Failure to acknowledge all Addenda and CM Clarifications issued for the project may result in the bid being rendered non-responsive.
- 6.7 Sealed bids are due at Date and Times listed below for bid packages listed. Bid Proposals will be received up to the bid date and time noted below at which point bids will be declared closed and publicly read. **Bids received late will be considered non-responsive and will be returned unopened.** Sealed Bid Submissions shall be delivered in one of the manners below:
- I) **On-site, Day of Bid Date (Beginning Noon 12 PM EST and up to 2PM):** Hand Delivered to the **Pender County Schools Board of Education Board Room at Katherine Herring Resource Center, 798 US Highway 117, Burgaw, NC 28425**
- NOTE: UPS/Courier/USPS will not be accepted on-site**
- II) **Day of Bid Date, (Up to Eleven, 11:00 AM):** Hand Delivered, via United States Postal Service Certified Mail with Return Receipt Request, or via special courier service (FedEx, UPS, or similar with Return Receipt Service) to **ATTN: Rachel Sayre at Bordeaux Construction Company at 4 Copley Parkway, Suite 100, Morrisville, NC 27560**
  - III) **Sealed bids will not be accepted at Owner’s office**
- 6.8 It is **solely** the Bidder’s responsibility to ensure that bids sent via USPS or special courier arrive at the location and time specified above for the respective bid package Bid dates and times. Bordeaux Construction will not be responsible for proposals that do not arrive or arrive late for any reason. **Bids received late or without a sealed envelope will be considered non-responsive and will be returned unopened.**
- 6.9 Bids submitted via USPS or special courier shall be submitted in a sealed envelope within the USPS or courier envelope such that the bid will remain sealed until bids are opened. **Bids sent without a separate sealed envelope within the bid package may be considered non-responsive.**
- 6.10 Bids submitted by telephone, telegraph, email, text message, or facsimile will be considered non-responsive and will **not** be opened or read
- 6.11 Bidder shall fill in the Bid Proposal as follows:

- I) Bidder Name
- II) NC License # (applies to BP-02A Surveying, BP-21A Fire Protection, BP-22A Plumbing, BP-23A HVAC, BP-23B HVAC & Plumbing, BP-26A Electrical, BP-28A Security Electronics or others as required by NC Statute)
- III) If the documents are executed by a sole owner, the fact shall be evidenced the word “Owner” appearing after the name of the person executing them.
- IV) 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.
- V) 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 signatures. The seal of the corporation shall be impressed on each signature page of the documents.
- VI) If the proposal is made by a joint venture, each member of the joint venture in the above form shall execute it for sole owner, partnership or corporation, whichever form is applicable.
- VII) All signatures shall be properly witnessed. If a person other than an owner holds the contractor’s license of a bidder, partner or officer of a firm, then the licensee shall also sign and be a party to the proposal. The title “Licensee” shall appear under his/her signature. (applies to BP-02A Surveying, BP-21A Fire Protection, BP-22A Plumbing, BP-23A HVAC, BP-23B HVAC & Plumbing, BP-26A Electrical, BP-28A Security Electronics or others as required by NC Statute)
- VIII) Acknowledge all Addenda and CM Clarifications issued for the project at the bottom of the signature page. Each Addendum and CM Clarification shall be acknowledged, whether or not they are considered to be applicable to the respective bid package.
- IX) Minority Business Requirements apply to this project. Bidder shall identify in the bid form, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit (Affidavit A) listing good faith efforts or an affidavit (Affidavit B) indicating work under contract will be self-performed, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).  
**Failure to comply with these requirements is grounds for rejection of the bid.**

**6.12 Submit E-verify and other documents listed in the Bidder’s Checklist**

- 6.13 The inclusion of a Unit Price Schedule, including unit prices for labor, materials and equipment, in the bid is for informational purposes only and shall in no way obligate Bordeaux Construction or Owner to pay the unit rates provided in the Unit Price Schedule for any additional work performed pursuant to a modification should Bidder be awarded the Subcontract. Bordeaux Construction may agree to pay unit rates included in the Unit Price Schedule, or agree to pay adjusted unit rates reflecting Bidder’s actual costs, after review by Bordeaux Construction and Owner and receipt by Bidder of written approval from Bordeaux Construction for the use of approved rates. If allowances are included in Bidder’s proposal based on unit rates listed in the bid form and said unit rates are not accepted, the Bid amount shall be adjusted to remove the allowance from Bidder’s proposal amount.

**Article 7 BID PACKAGE SCHEDULE**

**Bid Date: Tuesday, August 27<sup>th</sup>, 2:00 PM (ET)**

BP 01B – Final Cleaning	BP 08B – Overhead Doors & Grilles
BP 03A – Building Concrete	BP 08C – Doors & Hardware
BP 04A – Turnkey Masonry	BP 09A – Metal Studs & Drywall
BP 05A – Turnkey Steel	BP 09B – Hard Tile
BP 07B – Sprayed Foam Insulation	BP 09C – Acoustical Ceilings
BP 07C – Roofing / Canopies	BP 09D – Resilient Flooring & Carpet
BP 07D – Caulk & Sealants	BP 09E – Resin Flooring
BP 08A – Aluminum Storefront & Glazing	BP 09G – Painting



BP-09I – Resin Matrix Terrazzo Flooring  
BP 10A – Specialties  
BP 10E – Operable Partitions  
BP 11B – Foodservice Equipment  
BP 11D – Athletic Equipment  
BP 12A – Window Treatments  
BP 12B – Casework  
BP-12C – Lab Casework  
BP-14A – Elevators

BP 21A – Fire Suppression  
BP 22A – Plumbing  
BP 23A – Mechanical  
BP-23C – HVAC Controls  
BP-23D – HVAC Testing, Adjusting & Balance  
BP 26A – Electrical  
BP 32B – Fencing  
BP 32C – Landscaping

Note: Bid Packages 1A, 2A, 2B, 7A, 7E, 7F, 8D, 9F, 9H, 10B, 10C, 10D, 11A, 11C, 11F, 12C, 13A, 13B, 23B, 23E, 28A, 31A, 31B & 32A are not used

**RE-Bid Date: Thursday, September 5<sup>th</sup>, 2:00 PM (ET)**

ANY PACKAGE NOT OPENED ABOVE WILL AUTOMATICALLY RE-ADVERTISE FOR BIDS AND OPENED ON **THURSDAY, SEPTEMBER 5<sup>th</sup>, @ 2:00 PM**

**Article 8 WITHDRAWAL OR REVISION OF BID PROPOSALS**

- 8.1 Bid proposals may only be withdrawn in writing prior to the scheduled time for receipt of Bid Proposals. After bids are declared closed, no Bid Proposal may be withdrawn or modified for a period of Ninety (90) calendar days from date of bids being opened.
- 8.2 A Bid Surety Bond is required and **must** be submitted with the bid in an amount of at least 5% of the bid amount in the form of a Bid Bond, a bid deposit in cash, a cashier's check, or a certified check. Refer to Bid Manual, Section 3 for Form of Bid Bond. If an alternate form is desired, please submit alternate bond form by RFI no later than date noted within Article 5. **Bid Surety Bonds are not required for the following Bid Packages:**
- I. BP-01B Final Cleaning
  - II. BP-07D Caulking & Sealants
  - III. BP-08B Overhead Doors & Grilles
  - IV. BP-09B Hard Tile
  - V. BP-09E Resin Flooring
  - VI. BP-12A Window Treatments
  - VII. BP-14A Elevators
  - VIII. BP-23D HVAC Test & Balance
  - IX. BP-32B Fencing
- 8.3 If a surety bond is submitted, it shall be written on AIA Document A310-2010, Bid Bond. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

**Article 9 AWARD OF CONTRACT**

- 9.1 Owner, Designer and/or Bordeaux Construction reserve the right to accept and/or reject any and all alternates in any order
- 9.2 Subject to the rights of Bordeaux Construction and/or Owner to reject any or all bids, the Bordeaux Construction will award the Subcontract to the bidder deemed by Bordeaux Construction and Owner in

their sole discretion to be the lowest responsive and responsible bidder. Pre-qualification of a bidder is a condition precedent to the bidder being deemed responsive, but pre-qualification is not to be construed as a determination that the bidder is responsible or, in fact, responsive. The determination as to whether a bidder is responsible shall be made after the bids have been opened. In making the determination as to the responsibility of a bidder, the Owner and Bordeaux Construction reserve their rights to consider factors beyond those set forth in the pre-qualification criteria including, but not exclusively, those factors that are more qualitative and less subject to quantification than those set forth in the pre-qualification criteria. The prequalification of a particular bidder shall not be deemed a property right of the bidder or create any other right, legal or equitable, or any cause of action in favor of the bidder even if the bidder submits the lowest monetary bid. In determining which bidder is the lowest responsive and responsible bidder, Bordeaux Construction and Owner, in their discretion, may take into consideration not only the amount of the bid, but also such of the following criteria as they deem appropriate and may give such weight thereto as they deem appropriate:

- I) Bidder's financial ability to complete the Subcontract successfully and on time without resort to its surety;
  - II) Bidder's prior experience with comparable or more complex projects;
  - III) Bidder's prior history for successful and timely completion of projects;
  - IV) Bidder's equipment and facilities;
  - V) The adequacy, in numbers and experience, of the bidder's work force to complete the Contract successfully and on time;
  - VI) Bidder's prior experience on other projects of Bordeaux Construction & Owner, including the bidder's demonstrated ability to complete its work in accordance with the requirements of the contract documents;
  - VII) Bidder's compliance with federal, state and local laws, rules and regulations including, but not limited to, equal employment opportunity requirements and Occupational Safety and Health Act
  - VIII) Bidder's demonstrated commitment to achieve the Contract HUB/MWBE goals or its good-faith effort to meet those goals;
  - IX) Depending on the type of the Work, other factors which Bordeaux Construction and/or Owner considers material.
- 9.3 In determining the lowest responsible, responsive bidder, Bordeaux Construction & Owner shall take into consideration the bidder's compliance with the requirements of G.S. 143-128.2(c), the past performance of the bidder on construction contracts for Bordeaux Construction & Owner with particular concern given to completion times, quality of work, cooperation with other contractors, and cooperation with the Designer and Owner.
- 9.4 Failure of the low bidder to furnish affidavit and/or documentation as required by G.S. 143-128.2(c) may constitute a basis for disqualification of the bid
- 9.5 The Owner, Architect and/or Bordeaux Construction reserve the right to reject any or all Bid Proposals and to waive all informalities or irregularities without explanation and without obligation of any nature to the bidders.
- 9.6 Bordeaux Construction and/or Owner reserve the right to reject any proposed sub-trade (2<sup>nd</sup> tier) subcontractor not deemed acceptable to perform the work for which they are designated. Should any sub-trade be rejected, Bidder's proposal shall remain binding without additional compensation. Bidder will have the option to self-perform the work or submit alternate sub-trade contractors for review and approval.

- 9.7 At the request of Bordeaux Construction and before any contract is awarded, Bidder may be required to furnish a complete statement of the origin, composition, and manufacturer of any or all materials to be used in the construction of the Work, together with samples. Such samples may be subjected to the tests provided for in the Contract Documents to determine their quality and fitness for the Work.
- 9.8 At the request of Bordeaux Construction and before any contract is awarded, the bidder may be required to furnish the Bordeaux Construction with a complete breakdown of the lump sum bid items to the satisfaction of the Bordeaux Construction & Owner. The lump sum breakdown shall be in such detail as the Bordeaux Construction & Owner may reasonably require.
- 9.9 Bordeaux Construction & Owner reserves the right to issue subcontracts to the selected bidder at any time up to ninety (90) days after the receipt of bids. The bidder must sign and return the Agreement within ten (10) days of receiving it. Failure to do so will be considered as refusal on the part of the selected bidder to enter into the Agreement. Upon such refusal, Bordeaux Construction & Owner may award the Contract to the next qualified bidder, at Bordeaux Construction & Owner's option, with the initially selected bidder's bid guaranty being retained as provided by law.
- 9.10 Should Bordeaux Construction & Owner adjudge the apparent low bidder is not the lowest responsible, responsive bidder by virtue of the above information, said apparent low bidder will be so notified and its bid security shall be returned

#### **Article 10 PREFERRED BRAND ALTERNATES**

- 10.1 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 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. In accordance with GS133-3 see Section 012300 of this specification for items being considered by Owner for this project.

#### **Article 11 MINORITY BUSINESS ENTERPRISE (MBE) / HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION**

- 11.1 Bordeaux Construction is actively committed to promote practices that will promote full and equal access to business opportunities on projects which the company is jointly or individually affiliated. **Minority Business Participation is a part of this contract and all bidders must comply with State of North Carolina General Statutes.** All subcontractors participating in this project are required to make a good faith effort to obtain 10% of the value of their subcontract from MBE/HUB suppliers or second-tier subcontractors. Refer to Section Two of the Bid Manual for specific requirements and Section Three for required forms to be submitted with the bid.

#### **Article 12 SUBSTITUTIONS**

- 12.1 GS133-3 requires bidder proposed substitutions be submitted and approved prior to bid receipt. These would be bidder's "desired or voluntary" substitutions. Necessary or required substitutions can occur later when specified products are not available, late delivery, model changes, etc. then substitutions can be made after contract award per usual procedure in the General Conditions. **Bidder proposed substitutions should be submitted no later than Friday August 16**, for Designer evaluation and inclusion in the last addenda that may be issued no later than **Friday August 23**.

**Article 13 OTHER REQUIREMENTS**

- 13.1 All State and County Sales tax on all material (including material only bid packages) is to be included in the cost of the bid. This requirement shall apply to all materials furnished to the project, regardless of where the material originated.
- 13.2 Payment and Performance Bond Requirements: Payment and Performance Bonds **may be** required; refer to each Bid Package Scope of Work (Bid Manual, Section 04) for further clarification. Cost of Payment and Performance bonds are **not** to be included in the base bid proposal
- 13.3 Bordeaux Construction and Owner reserve the right to add pre-qualified bidders. Bordeaux Construction and Owner reserve the right to reject any and all proposals. Additional Bid Packages may be added and/or deleted at the discretion of Bordeaux Construction.

**Article 14 BIDDER'S REPRESENTATIONS**

- 14.1 It is understood and mutually agreed that by submitting a bid, the bidder acknowledges that it has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied itself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including, but not limited to, the labor situation which can in any way affect the work under the contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a proposal the bidder acknowledges that it has satisfied itself as to the feasibility and meaning of the plans, drawings, specifications and other contract documents for the construction of the work and that it accepts all the terms, conditions and stipulations contained therein; and that it is prepared to work in cooperation with other contractors performing work on the site.
- 14.2 Reference is made to contract documents for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by Designer in preparing the documents. By submitting a bid, each bidder acknowledges that:
  - I) The opinions expressed in the geotechnical report are solely those of the Geotechnical Engineer and represent its interpretation of subsurface conditions based on the tests and analyses that it has conducted.
  - II) The information contained in the geotechnical report may not be adequate for Bidder's purposes during the bidding process and Bidder is encouraged to perform its own subsurface explorations, examinations, investigations, tests, and analyses prior to bidding to develop its own opinion of the nature of the soil conditions at the Project site. Contact Owner to make an appointment to enter the site for the purpose of conducting its own investigation of subsurface conditions.
  - III) Neither Bordeaux Construction, Owner nor Architect guarantees or warrants the accuracy or completeness of the information in the geotechnical report. Bordeaux Construction, Owner and Architect expressly disclaim any responsibility for whether or not the data in the geotechnical report is representative of the conditions and materials that are actually encountered during construction.
  - IV) The geotechnical report is **not** part of the Bid Documents and shall **not** become part of the Contract Documents.

- 14.3 Each bidder may, at its own expense, make such additional surveys and investigations as it may deem necessary to determine his bid price for the performance of the work. Any on-site investigation shall be done at the convenience of the owner upon request made to the Bordeaux Construction. Any reasonable request for access to the site will be honored by the owner.

**Article 15 DEFINITIONS**

- 15.1 "Bidding documents" include the Bidding Requirements and the proposed Contract Documents and will consist of:
- I) Bordeaux Construction "Bid Manual" including:
    - (i) Instructions to Bidders
    - (ii) Bid Packages (Scopes of Work)
    - (iii) All Subcontract Agreement Documents & Forms
    - (iv) Bid Proposal Form and Bid Affidavits and Certifications
    - (v) All Minority Business Enterprise (MBE) requirements
    - (vi) Site Logistics Plan
    - (vii) Baseline & Milestone Schedule
  - II) Designer's Project Manual
    - (i) All Specification Divisions (including Division 1)
  - III) Designer's Project Drawings
    - (i) All Drawings (including code summary, life safety, and all consultants' sheets)
  - IV) All Addenda and Bordeaux Construction CM Clarifications
- 15.2 "Work" or the "Project" is all work required for construction of the Pender County K-8 School project as described in the Bidding and Contract Documents
- 15.3 "Addenda" are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections
- 15.4 "CM Clarification" is written or graphic instrument issued by Bordeaux Construction prior to receipt of bids which modifies or interprets the Bid Scope of Work by addition, deletion, clarification or correction
- 15.5 "Bid" is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bid Documents
- 15.6 "Base Bid" is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids
- 15.7 "Alternate Bid" or "Alternate" is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 15.8 "Bidder" or "Contractor" is a person or entity who submits a Bid in conformance with the Bidding Documents. All Bidders must be pre-qualified
- 15.9 "Unit Price" is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

- 15.10 "Unit Price Allowance" is an amount to be included in the Bid calculated at the unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents. Unused Allowances are to be credited in full at the end of the project.
- 15.11 "Lump Sum Allowance" is an amount to be included in the Bid for materials, equipment or services or a portion of the Work as described in the Bidding Documents. Unused Allowances are to be credited in full at the end of the project
- 15.12 "Bordeaux Construction," "BCC," "CM," "CMAR," or "DB" are references to Bordeaux Construction acting as either Construction Manager or Design-Builder for the project

On behalf of Bordeaux Construction and Pender County Schools, we sincerely thank you for the time and effort in preparing your bid. Please do not hesitate to contact Cliff Merrill at [estimating@bordeauxconstruction.com](mailto:estimating@bordeauxconstruction.com) should you have any questions regarding bidding the project.

**END OF INSTRUCTIONS TO BIDDERS**

## Substitution Request Form – Prior to Receipt of Bids

General Information				
Project Name				
A/E Project Number				
Specified Product/Item Information				
Specification Title				
Section				
Page				
Article / Paragraph				
Description				
Proposed Substitution Information				
Proposed Substitution				
Reason for not providing specified product/item				
Comparative Data	Attach a point-by-point comparative data list. Include all differences between the proposed substitution and the specified product/item. If not provided, this Request will be rejected.			
Manufacturer				
Manufacturer Address				
Manufacturer Phone				
Manufacturer Representative Email address				
Trade / Model Name				
Model Number				
Installer (if known)				
Installer Address				
Installer Phone				
History	<input type="checkbox"/> New product	<input type="checkbox"/> 2-5 years	<input type="checkbox"/> 5-10 yrs	<input type="checkbox"/> 10 yrs or longer
Proposed substitution affects other parts of the Work	<input type="checkbox"/> Yes		<input type="checkbox"/> No	
If yes, explain				
Proposed Substitution Similar Installation				
Have you used this product/item on any other projects	<input type="checkbox"/> Yes		<input type="checkbox"/> No	
Project				
Project Address				
Architect/Engineer				
A/E Phone				

Owner	
Owner Phone	
Date installed	
<b>Attached Supporting Data</b>	
<input type="checkbox"/> Drawings	<input type="checkbox"/> Product Data/Specs
<input type="checkbox"/> Samples	<input type="checkbox"/> Tests
<input type="checkbox"/> Reports	<input type="checkbox"/>
<b>Entity submitting this Substitution Request certifies all of the following:</b>	
<ul style="list-style-type: none"> <li>• Proposed substitution has been fully investigated and determined to be equivalent or superior in all respects to the specified product, except as may otherwise be specifically and clearly indicated herein.</li> <li>• If applicable, proposed substitution shall not adversely affect LEED requirements nor shall it prevent achieving the relative number of applicable LEED point[s] the specified product would have received.</li> <li>• Proposed substitution's function, appearance, and quality are equal or superior in all respects to the specified product, except as may otherwise be specifically and clearly indicated herein.</li> <li>• Same or superior warranty and/or guarantees shall be furnished for proposed substitution as is required for the specified product/item.</li> <li>• Same maintenance service and source replacement parts, as applicable, are available; including local availability.</li> <li>• Proposed substitution shall have no adverse effect on other trades.</li> <li>• Proposed substitution shall not affect dimensions and functional clearances.</li> <li>• Coordination, installation, and changes to the Work as necessary for the accepted proposed substitution shall be complete in all respects.</li> </ul>	
<b>Entity's Information</b>	
Submitted by	
Signed By	
Date	
Email address of Signee above	
Company Name	
Address	
Phone	
<b>Architect / Engineer Review and Action</b>	
<p><b>If this Substitution request is acceptable, it shall be included in an Addendum. If the proposed substitution is not included in an Addendum, then the proposed substitution was rejected; was not submitted in accordance with the Bidding/Procurement Documents; and/or this Form was not complete. This Form shall be completely filled in to be considered for acceptance.</b></p> <p><b>Acceptance of this Substitution request is an acceptance of the manufacturer and product/item only for general conformance with the design concept reflected in the Bidding/Procurement Documents. The A/E has made no attempt to verify specific performance data, or to check details of the proposed substitution as to special features, capacities, physical dimensions, or code and/or regulatory compliance – all of which remain the responsibility of the submitting entity and the Contractor (if not the submitting entity).</b></p>	

**END OF SUBSTITUTION REQUEST FORM**



## SECTION 2 MBE REQUIREMENTS

- MBE PARTICIPATION PLAN
- MBE SAMPLE FORMS FOR CONTRACT DOCUMENTATION & PAYMENT
  - REFER TO BID MANUAL, SECTION 07—EXHIBITS
    - EXHIBIT D (APPLICATION FOR PAYMENT), “APPENDIX E”



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[www.bordeauxconstruction.com](http://www.bordeauxconstruction.com)

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## **Pender County PK-8 School Minority Business Participation Plan**

Bordeaux Construction Company is committed to promoting practices that will provide full and equal access to business opportunities on projects which the company is jointly or individually affiliated. Our Historically Underutilized Business (HUB) participation program has been specifically designed to ensure that Historically Underutilized Businesses have increased and equal opportunities for participation in our projects.

Additional support for becoming certified through the State of North Carolina or filling out the prequalification form is available by contacting Rachel Sayre at [rachel@bordeauxconstruction.com](mailto:rachel@bordeauxconstruction.com)

### **HUB PLAN PURPOSE:**

The purpose of this Historically Underutilized Business (HUB) Plan is to promote the utilization of HUB businesses on the Pender County PK-8 School project. The Plan calls for increased participation opportunities of HUB firms. This strategy sets forth procedures to broaden the opportunities for local HUB businesses to better participate in the construction industry as prime contractors and subcontractors.

### **HUB STRATEGIC PLAN OBJECTIVES and GOALS:**

The Plan Objectives are to:

1. Increase the overall participation of Historically Underutilized Businesses
  - a. Extensive outreach and local contracting opportunity conferences
  - b. Increase awareness of the project and plan availability
2. Provide equal opportunities to HUBs
  - a. Develop applicable reduced barrier packages as applicable
  - b. Waive bonding requirements on selected bid packages
3. Provide concise and efficient measures for monitoring compliance with the HUB program and its established goals
4. Foster growth for HUBs through a mentor/protégé relationship with established prime contractors
5. Establish working partner relationships with the local small business community through increased communication
6. Collaborate with local area and HUB contractors to achieve an equitable distribution of construction contract awards

The Plan Participation Goals are:

1. Bordeaux has established a goal of **20% overall participation** for this project with a minimum goal of **10% for individual trades**
2. Pender County Schools has a minimum HUB participation goal of 10% for individual trades

### **PLAN ADMINISTRATION:**

The Plan will be administered by Bordeaux Construction (Bordeaux) with full support of the Pender County PK-8 School Team. To ensure maximum success and accomplishment of the Plan's objectives, the following guidelines and activities will be implemented:

1. HUB Identification



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2. Proactive Procurement and Recruitment
3. Technical Assistance
4. General Condition Purchases
5. First and Second Tier Strategy
6. Monitor and Reporting
  - a. Scope Process
  - b. Cost for HUB Subcontractor
  - c. Suppliers
  - d. Provide final documentation including final MBE participation
7. Subcontractor Bidding Requirements

### **PLAN GUIDELINES and ACTIVITIES**

#### **HUB IDENTIFICATION**

Potential HUB firms will be identified using resources such as:

1. Bordeaux's HUB database
2. NC Department of Administration Office HUB Vendor link
3. Women's Business Enterprise National Council
4. Small Business Administration
  - a. Women's Business Center
  - b. Small Disadvantages Businesses
  - c. Veterans Business Development
  - d. Historically Underutilized Business Zone Program
5. Minority Business Development of NC
6. North Carolina Institute of Minority Economic Development

#### **PROACTIVE PROCUREMENT AND RECRUITMENT**

Bordeaux will go beyond the "good faith" effort to pursue a proactive HUB recruitment involving the following:

1. Majority firms to identify their needs for subcontractor opportunities
2. Host HUB project information sessions
3. Distribute lists of qualified HUBs to prime bidders at the Pre-Bid Meeting
4. Place bid documents at the following plan rooms:
  - a. Bordeaux Construction--Morrisville office
  - b. Bordeaux Construction—On-line Plan Room (SmartBid)

Awareness of opportunities is essential to HUB participation by ensuring that advertisements and notifications of bid opportunities are conducted in a timely manner (fourteen to thirty days prior) to allow sufficient time for response by HUBs. Bordeaux will solicit HUB interest as follows:

1. Advertise HUB Outreach Meetings, our Prequalification information process, and Bid Solicitations in media platforms such as:
  - a. Local / Regional newspapers
  - b. Digital Plan Rooms (iSqFt, Dodge & IPS)



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- c. NC Office for Historically Underutilized Businesses
- d. United Minority Contractors of North Carolina
- e. Electronic mail
2. Advertise HUB Outreach Meetings, our Prequalification information process and Bid solicitations in such venues as:
  - a. Bordeaux Construction—Morrisville office

Bordeaux will:

1. Work to ensure that qualified HUB firms are HUB certified
2. Further search for additional qualified HUBs which may have interest in bidding either as a prime contractor and/or lower-tier subcontractor
3. Follow-up to determine the interested HUB firms once the bidding process is underway
4. Send Pre-qualification packages to interested local contractors having current HUB certification
5. Follow-up through telephone solicitation and e-mail to encourage attendance at pre-bid meetings
6. Inform HUB firms on the project's status once the bidding process is underway

#### **TECHNICAL ASSISTANCE**

Bordeaux will provide technical assistance to HUBs through as follows:

1. Scope review for 1<sup>st</sup> and 2<sup>nd</sup> Tier HUB contractors
2. Provide training for "Schedule of Values" required to be submitted with each pay application
3. Provide quick pay and joint-check options
4. Offer referral assistance for HUBs to match them with appropriate vendors, service providers and/or prime subcontractors:
5. Provide aid in the application process for Statewide Uniform Certification (NC SWUC)

#### **GENERAL CONDITIONS PURCHASES**

Bordeaux will involve qualified HUB contractors and vendors in the project through purchases of General Conditions items such as, but not limited to:

1. Security
2. Temporary Construction Fencing
3. Construction Clean-Up Services
4. Construction Trash Removal
5. Office Supplies
6. Office Furniture and Equipment
7. First-Aid and Safety Supplies
8. Dumpster Rental and Hauling
9. Final Clean-Up

#### **FIRST and SECOND-TIER STRATEGY**

Bordeaux will:

1. Provide subcontractor opportunities (1<sup>st</sup> Tier)



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2. Determine the overall prequalification process for HUB firms
3. Provide lists of qualified interested HUB lower-tier contractors and suppliers to the prime contractors and will provide time for networking between interested HUBs and prime bidders at the pre-bid meetings
  - a. HUB list can be found at <https://www.ips.state.nc.us/vendor/SearchVendor.aspx> and then selecting “HUB Certification” – “Yes” and relevant “Construction/Design Services
4. Operate a second-tier contracting program which is consistent with the overall HUB plan. Large business subcontractors will provide opportunities for HUBs. Any project goals will become a goal for these large firms. Such firms will have to demonstrate good faith efforts should they be unable to meet the goal

### MONITORING AND REPORTING

Bordeaux will use an accountability/reporting “system” to document the Plan’s actual accomplishments as follows:

1. Auditing major trade contractors’ bidding records to assure a minimum good faith effort
2. Reviewing awards to lower-tiered contractors and vendors to assure compliance with participation levels stated in Bid Affidavits
3. Reporting HUB participation by ethnicity, gender, scope of service, and dollar volumes
4. Issuing monthly reports on the HUB participation status
  - a. Monthly reports to be submitted by the 10<sup>th</sup> day of each month
5. Providing mediation of any conflict or discrepancy regarding HUB performance or reporting and reporting of such actions
6. Providing compliance reports
7. Presenting a final report on the Plan’s HUB results
8. Conducting monthly site meetings with the Project Team to verify HUB participation as contracted

### Subcontractor Bidding Requirements

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

**Note:** A contractor that performs all of the Work with its own workforce may submit Affidavit (B) to that effect in lieu of Affidavit (A) required above. The Minority Business Participation form must be submitted even if there is zero participation.

*After the bid opening* – Design-Builder will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, Bidder shall then file within 72 hours of this notification, one of the following affidavits:



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

\* Or \*

Affidavit (D) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is **less than the 10% goal** established, with documentation of its Good Faith Effort to meet the goal shall be provided. Documentation must include evidence of all good faith efforts that were implemented including advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation form listing all Minority Business contractors, vendors and suppliers that will be used. Affidavit A or Affidavit B, as applicable, must also be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified as apparent low bidder is grounds for rejection of the bid.

## SECTION 3 BID FORMS

- BID CHECKLIST
- REQUIRED AFFIDAVITS & CERTIFICATIONS
  - E-VERIFY AFFIDAVIT
  - NON-COLLUSIVE AFFIDAVIT
  - FORM OF NON-COLLUSION/NON-SUSPENSION
  - IRAN DIVESTMENT ACT CERTIFICATION
- REQUIRED MBE FORMS
  - IDENTIFICATION OF MBE PARTICIPATION
  - AFFIDAVIT A OR AFFIDAVIT B
- FORM OF BID BOND (IF APPLICABLE)
- POST-BID REQUIRED MBE FORMS (APPARENT LOW BIDDER ONLY)
  - AFFIDAVIT C OR AFFIDAVIT D
- TRADE SPECIFIC BID FORMS

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 01B Final Cleaning**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 01B Final Cleaning

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 01B Final Cleaning

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)



## **ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "**added to**" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

**Not Applicable**

## **ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

**Not Applicable**

## **UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

**Not Applicable**

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction, and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 03A Turnkey Concrete**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Requirements  
Bid Package 03A Turnkey Concrete

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 03A Turnkey Concrete

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)

**ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "added to" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

**Not Applicable**

**ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

- |  |           |
|--|-----------|
| 1. Unsuitable soils (Trench) remove & dispose <b>OFF-SITE; 100 CY</b>              | \$ _____. |
| 2. Replacement of unsuitable soils (Trench) with select import fill; <b>100 CY</b> | \$ _____. |
| 3. Replacement of unsuitable soils (Trench) with #57 stone; <b>100 CY</b>          | \$ _____. |
| 4. Flowable Fill: <b>50 CY</b>   | \$ _____. |
| 5. Aggregate Base Course Stone (NCDOT CABC); <b>200 CY</b>                         | \$ _____. |

**UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

- |   |               |
|---|---------------|
| <b>UP-01</b> Unsuitable soils (Trench) remove & dispose <b>OFF-SITE</b>       | \$ _____ / CY |
| <b>UP-02</b> Replacement of unsuitable soils (Trench) with select import fill | \$ _____ / CY |
| <b>UP-03</b> Replacement of unsuitable soils (Trench) with #57 stone          | \$ _____ / CY |
| <b>UP-04</b> Flowable Fill  | \$ _____ / CY |
| <b>UP-05</b> Aggregate Base Course Stone (NCDOT CABC)                         | \$ _____ / CY |

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Construction Manager Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 04A Turnkey Masonry**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 04A Turnkey Masonry

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 04A Turnkey Masonry

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)



## ALTERNATES

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "added to" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

**Not Applicable**

## ALLOWANCES

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

**#01** Remove & Restore CMU per unit face; **500 each** \$ \_\_\_\_\_

## UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

<b>UC-1</b>	Face Brick Color #1	<b>\$1,500</b> per thousand
<b>UC-2</b>	Face Brick Color #2	<b>\$1,500</b> per thousand
<b>UP-01</b>	Remove & Restore CMU	\$ _____/each

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc. – Design-Builder

**BID PACKAGE:** **BP – 05A Turnkey Steel**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 05A Turnkey Steel

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 05A Turnkey Steel

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)

## **ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "**added to**" the base bid. Alternate price should include all cost of overhead, and profit. The Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

**Not Applicable**

## **ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

Not Applicable

## **UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate, or accept all unit prices prior to contract award.

Not Applicable

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 07B Sprayed Foam Insulation**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 07B Sprayed Foam Insulation

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 07B Sprayed Foam Insulation

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)



**ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "added to" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

**ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

**#01** Thermal Barrier for Insulation (SFRM); **1,500 SF** \$ \_\_\_\_\_.

**UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

**UP-01** Thermal Barrier \$ \_\_\_\_\_ / SF

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 07C Roofing**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 07C Roofing

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 07C Roofing

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)

### **ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "**added to**" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

### **ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

Not Applicable

### **UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

Not Applicable

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** BP – 07D Caulk and Sealants

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** Tuesday, August 27<sup>th</sup>

**Bid Time:** 2:00 pm

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 07D Caulk and Sealants

in full, complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 07D Caulk and Sealants

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)



### **ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "**added to**" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

### **ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

Not Applicable

### **UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

Not Applicable

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
 (Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
 (Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
 (Printed Name of Person Signing Bid)

\_\_\_\_\_  
 (Signature)

**ADDRESS:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**TITLE:** \_\_\_\_\_  
 (Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
 (Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
 Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 08A Aluminum Storefront & Glazing**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 08A Aluminum Storefront & Glazing

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** **08A Aluminum Storefront & Glazing**

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)

### **ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "**added to**" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

### **ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

Not Applicable

### **UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

Not Applicable

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 08B Overhead Coiling Doors**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 08B Overhead Coiling Doors

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 08B Overhead Coiling Doors

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)



### **ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "**added to**" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

### **ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

Not Applicable

### **UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

Not Applicable

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 08C Doors and Hardware**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 08C Doors and Hardware

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 08C Doors and Hardware

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)

## ALTERNATES

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "**added to**" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

### Alternate #2 – Owner Preferred Brand – Finish Hardware

- Base Bid:** Provide door hardware as scheduled by manufacturer complying with specification requirements to support the project
- Alternate:** Provide BEST door locks, BEST closers and BEST Precision exit devices to support the project.  
Provide the BEST IMPLSW-2 code import

Include all requirements outlined within this bid package

If there is no cost difference between Base Bid and Alternate, then Alternate #2 bid shall be "No Change"; otherwise, indicate the net cost difference to provide Alternate scope

(Add) \_\_\_\_\_ Dollars (\$) (figures only)

## ALLOWANCES

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

Not Applicable

## UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

Not Applicable

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

\* OR \*

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## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 09A Drywall & Metal Framing**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 09A Drywall & Metal Framing

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 09A Drywall & Metal Framing

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)



### **ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "**added to**" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

### **ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

Not Applicable

### **UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

Not Applicable

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 09B Hard Tile**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 09B Hard Tile

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 09B Hard Tile

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)

**ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "added to" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

**ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

**#01**            Additional Floor Leveling; **1,000 SF**            \$ \_\_\_\_\_.

**UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

**UP-01**            Additional Floor Leveling            \$ \_\_\_\_\_ / SF

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 09C Acoustical Ceilings**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 09C Acoustical Ceilings

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 09C Acoustical Ceilings

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)



### **ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be **"added to"** the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

### **ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

Not Applicable

### **UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

Not Applicable

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 09D Resilient Flooring & Carpet**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 09D Resilient Flooring & Carpet

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 09D Resilient Flooring & Carpet

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)

**ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "added to" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

**ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

<b>#01</b>	Floor Moisture Mitigation; <b>61,250 SF</b>	\$ _____.
<b>#LS-01</b>	Center-Court Logo; <b>Lump Sum</b>	\$ <u>5,000</u>

**UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

<b>UP-01</b>	Floor Moisture Mitigation	\$ _____ / SF
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## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 09E Resin Flooring**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 09E Resin Flooring

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 09E Resin Flooring

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)



### **ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "**added to**" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

### **ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

Not Applicable

### **UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

Not Applicable

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
 (Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
 (Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
 (Printed Name of Person Signing Bid)

\_\_\_\_\_  
 (Signature)

**ADDRESS:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**TITLE:** \_\_\_\_\_  
 (Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
 (Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
 Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 09G Painting**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 09G Painting

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 09G Painting

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)

### **ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "**added to**" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

### **ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

Not Applicable

### **UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

Not Applicable

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 09I Resin Matrix Terrazzo Floors**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 09I Resin Matrix Terrazzo Floors

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 09I Resin Matrix Terrazzo Floors

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)



**ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "added to" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

**ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

**#01** Floor Moisture Mitigation; **74,000 SF** \$ \_\_\_\_\_.

**UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

**UP-01** Floor Moisture Mitigation \$ \_\_\_\_\_ / SF

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 10A Specialties**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 10A Specialties

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 10A Specialties

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)

### **ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "**added to**" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

### **ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

Not Applicable

### **UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

Not Applicable

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by the Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 10E Operable Partitions**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 10E Operable Partitions

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 10E Operable Partitions

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)



### **ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "**added to**" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

### **ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

Not Applicable

### **UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

Not Applicable

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 11B Food Service Equipment**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 11B Food Service Equipment

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 11B Food Service Equipment

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)

### **ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "**added to**" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

### **ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

Not Applicable

### **UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

Not Applicable

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 11D Athletic Equipment**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 11D Athletic Equipment

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 11D Athletic Equipment

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)



### **ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "**added to**" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

### **ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

Not Applicable

### **UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

Not Applicable

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 12A Window Treatments**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 12A Window Treatments

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 12A Window Treatments

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)

### **ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be **"added to"** the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

### **ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

Not Applicable

### **UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

Not Applicable

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 12B Casework**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 12B Casework

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 12B Casework

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)



### **ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "**added to**" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

### **ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

Not Applicable

### **UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

Not Applicable

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 12C Laboratory Casework**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 12C Laboratory Casework

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 12C Laboratory Casework

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)

### **ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "**added to**" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

### **ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

Not Applicable

### **UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

Not Applicable

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 14A Elevators**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 14A Elevators

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 14A Elevators

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)



**ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "added to" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

**ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

Not Applicable

**UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

<b>UP-01</b>	Regular Time Rate	\$ _____ / Hour
<b>UP-02</b>	Overtime Rate	\$ _____ / Hour

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 21A Fire Suppression**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 21A Fire Suppression

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 21A Fire Suppression

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)

## ALTERNATES

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "**added to**" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

## ALLOWANCES

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

1. Install sprinkler heads, **five (5) heads**      \$\_\_\_\_\_.

## UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

- UP-1**    Install one (1) sprinkler head      \$\_\_\_\_\_ / **each**

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 22A Plumbing**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Requirements  
Bid Package 22A Plumbing

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 22A Plumbing

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)



### ALTERNATES

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "**added to**" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

### ALLOWANCES

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

- |   |               |
|---|---------------|
| 1. Unsuitable soils (Trench) remove & dispose <b>OFF-SITE</b>       | <b>100 CY</b> |
| 2. Replacement of unsuitable soils (Trench) with select import fill | <b>100 CY</b> |
| 3. Replacement of unsuitable soils (Trench) with #57 stone          | <b>100 CY</b> |

### UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

<b>UP-01</b> Unsuitable soils (Trench) remove & dispose <b>OFF-SITE</b>	<u>\$</u> _____ / <u>CY</u>
<b>UP-02</b> Replacement of unsuitable soils (Trench) with select import fill	<u>\$</u> _____ / <u>CY</u>
<b>UP-03</b> Replacement of unsuitable soils (Trench) with #57 stone	<u>\$</u> _____ / <u>CY</u>

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
 (Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
 (Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
 (Printed Name of Person Signing Bid)

\_\_\_\_\_  
 (Signature)

**ADDRESS:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**TITLE:** \_\_\_\_\_  
 (Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
 (Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
 Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 23A HVAC / Mechanical**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 23A HVAC / Mechanical

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 23A HVAC / Mechanical

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)

### **ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "**added to**" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

### **ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

Not Applicable

### **UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

Not Applicable

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 23C HVAC Controls**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 23C HVAC Controls

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 23C HVAC Controls

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)



## ALTERNATES

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "**added to**" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

### Alternate #1 – Owner Preferred Brand — BAS Controls manufacturer

- Base Bid:** Provide all requirements within this bid package to construct a complete BAS system as outlined in the Contract Documents
- Alternate:** Provide all requirements within this bid package to construct a complete BAS system using **Engineered Controls Solutions (ECS)** as outlined in the Contract Documents

Include all requirements outlined within this bid package.

If there is no cost difference between Base Bid and Alternate, then Alternate #1 bid shall be "No Cost"; otherwise, indicate the net cost difference to provide Alternate scope

(Add) \_\_\_\_\_ Dollars (\$) (figures only)

## ALLOWANCES

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

Not Applicable

## UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

Not Applicable

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 23D HVAC Testing, Adjusting & Balancing**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 23D HVAC Testing, Adjusting & Balancing

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 23D HVAC Testing, Adjusting & Balancing

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)

### **ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "**added to**" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

### **ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

Not Applicable

### **UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

Not Applicable

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 26A Electrical**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Requirements  
Bid Package 26A Electrical

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 26A Electrical

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)



**ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "added to" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

**ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

1. Unsuitable soils (Trench) remove & dispose <b>OFF-SITE; 100 CY</b>	\$ _____.
2. Replacement of unsuitable soils (Trench) with select import fill; <b>100 CY</b>	\$ _____.
3. Replacement of unsuitable soils (Trench) with #57 stone; <b>100 CY</b>	\$ _____.
4. FA device (Horn Strobe); <b>five (5) each</b>	\$ _____.
5. FA Smoke Detector or Pull Station; <b>five (5) each</b>	\$ _____.
6. Exit Sign; <b>five (5) each</b>	\$ _____.
7. Smoke Detector; <b>five (5) each</b>	\$ _____.
8. Duplex Receptacle <b>five (5) each</b>	\$ _____.
9. Data Outlet; <b>five (5) each</b>	\$ _____.
10. Duct Detector; <b>five (5) each</b>	\$ _____.
11. Security Type X2 exterior light; <b>five (5) each</b>	\$ _____.
12. Wireless Access Point; <b>five (5) each</b>	\$ _____.
13. Underground Conduit Sleeves; <b>200 LF</b>	\$ _____.
14. Food Service Equipment Changes; Lump Sum	<u>\$ <b>5,000</b></u>

**UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

<b>UP-01</b> Unsuitable soils (Trench) remove & dispose <b>OFF-SITE</b>	<u>\$ _____ / CY</u>
<b>UP-02</b> Replacement of unsuitable soils (Trench) with select import fill	<u>\$ _____ / CY</u>
<b>UP-03</b> Replacement of unsuitable soils (Trench) with #57 stone	<u>\$ _____ / CY</u>

<b>UP-04</b> Horn Strobe	\$ _____ / each
<b>UP-05</b> Pull Station	\$ _____ / each
<b>UP-06</b> Exit Light	\$ _____ / each
<b>UP-07</b> Smoke Detector	\$ _____ / each
<b>UP-08</b> Duplex Receptacle	\$ _____ / each
<b>UP-09</b> Data Outlet	\$ _____ / each
<b>UP-10</b> Duct Detector	\$ _____ / each
<b>UP-11</b> Security Type X2 Exterior Light	\$ _____ / each
<b>UP-12</b> Wireless Access Point	\$ _____ / each
<b>UP-13</b> Underground Conduit Sleeves	\$ _____ / LF

### MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 32B Fencing**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 32B Fencing

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 32B Fencing

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)

### **ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be **"added to"** the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

### **ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

Not Applicable

### **UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

Not Applicable

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## FORM OF PROPOSAL

**Project:** Pender County K-8 School  
NC Highway 210  
Hampstead, NC 28443

**Bids Submitted To:** Bordeaux Construction Company, Inc.

**BID PACKAGE:** **BP – 32C Landscaping**

**BIDDER:** \_\_\_\_\_

**NC License #:** \_\_\_\_\_

*(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23B HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)*

**Date:** **Tuesday, August 27<sup>th</sup>**

**Bid Time:** **2:00 pm**

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

Bidder proposes and agrees, if this proposal is accepted, to contract with Bordeaux Construction in the form of contract specified in the Bid Manual to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 01 – General Inclusions  
Bid Package 32C Landscaping

in full, in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the Pender County K-8 School Bid Schedule, to the full and entire satisfaction of Owner and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

**Bid Package:** 32C Landscaping

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### BASE BID PRICE

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ \_\_\_\_\_ (Figures only)



**ALTERNATES**

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "**added to**" the base bid. Alternate price should include all cost of overhead and profit. Bordeaux Construction and Owner expressly reserve the right to accept or reject any or all Alternate Prices in any sequence. Acceptance or rejection of alternates shall not change the contract duration nor relieve the Bidder of timely completion of work within the time periods indicated in the contract documents.

Not Applicable

**ALLOWANCES**

Allowances should include all cost of work, overhead and profit to make a complete installation and shall be based upon indicated Quantities and Unit Prices, unless otherwise noted. Use of any allowance shall be as directed by Bordeaux Construction.

**All listed allowances shall be included as part of the Base Bid Price:**

**#01** Additional sod installation; **1500 SY** \$ \_\_\_\_\_.

**UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents. Bordeaux Construction reserves the right to reject, negotiate or accept all unit prices prior to contract award.

**UP-01** Install additional sod \$ \_\_\_\_\_ / SY

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

\* OR \*

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

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

Bidder further proposes and agrees to commence work under this contract on a date to be specified by Bordeaux Construction and shall pursue the scope of work included in its contract in accordance with the schedule prepared by Bordeaux Construction.

Respectfully submitted this,

\_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_  
(Write the Date of the Month in Words) (Write the Name of the Current Month & Year)

**WITNESS:**

\_\_\_\_\_  
(Witness Signs here if you are a Proprietorship or Partnership)

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE:** \_\_\_\_\_  
(Owner, Partner, President or Vice President)

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**ATTEST:**

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

(CORPORATE SEAL)

**TITLE:** \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) \_\_\_\_\_

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Bordeaux Construction Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive. (Initial each as applicable)

Clarification No. 1 \_\_\_\_\_ Clarification No. 2 \_\_\_\_\_ Clarification No. 3 \_\_\_\_\_ Clarification No. 4 \_\_\_\_\_  
Clarification No. 5 \_\_\_\_\_ Clarification No. 6 \_\_\_\_\_ Clarification No. 7 \_\_\_\_\_ Clarification No. 8 \_\_\_\_\_

## SECTION 4 BID PACKAGES

- BP-01 GENERAL INCLUSIONS
- SCOPE OF WORK PER BID PACKAGES

Exhibit B

Pender County K-8 School  
Job No. 2307

**BP-01 General Inclusions**

This Bid Package is intended to be complementary to the Contract Documents including Project Drawings, Specifications, Addendum and Project Manual. Subcontractor acknowledges that the General Inclusions and Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference may be made to the Specifications Sections, but is in no way intended to limit or alter the intent of the Contract Documents.

**BID PACKAGE BP-01 GENERAL INCLUSIONS**

The work described within this bid package shall be included in and made part of all bid packages. Refer to specific bid packages for trade-specific requirements and exclusions

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**1. CONTRACT**

- a. Subcontractor is to include all items in the bid scope in their bid price and agrees to enter into proposed form of subcontract without exception
- b. The general contract with the Owner (the “General Contract”) is incorporated by reference and made a part of the Subcontract Agreement. Except as modified herein, Subcontractor assumes the same obligations to Bordeaux Construction (BCC) under the Subcontract Agreement that BCC assumes to the Owner with respect to the Subcontract Work. The language of applicable clauses from the General Contract shall be construed to express the Bordeaux Construction / Subcontractor relationship.
- c. In the event of a conflict between any such provisions in the General Contract and the Subcontract Agreement, the terms and conditions of the Subcontract Agreement shall govern
- d. Subcontractor acknowledges that it has made a site visit to review conditions that may relate to the performance of the Subcontract Work and has incorporated such knowledge into its Bid for the Subcontract Work
- e. Subcontractor has reviewed **ALL** bid and contract documents and has based its bid as such. No claims shall be made for estimates or bids submitted from partial or incomplete sets
- f. Subcontractor represents that the bid packages provided within this bid manual are intended as a summary of work and are included as a courtesy
- g. Scope of work clarifications within bid packages does not waive any other contract requirements specified in the Bidding Documents or Contract Documents
- h. It is understood that Subcontractor, consistent with the terms outlined within the Subcontract Agreement, assumes toward Bordeaux Construction and Owner all obligations that Bordeaux Construction assumes toward Owner in the *Standard Form of Agreement Between Owner and Design-Builder AIA A141-2014* (Owner Contract) with respect to the work to be performed by Subcontractor under the Subcontract Agreement and that Bordeaux Construction shall have the benefits

of all rights, redress and remedies against Subcontractor that Owner has against Bordeaux Construction under the Owner Contract. The Owner Contract is available for review at BCC's home office upon request. It is Subcontractor's responsibility to review and familiarize itself with the Owner Contract and by executing its Subcontract Agreement Subcontractor represents that it has done so. In the event of a conflict between one or more of the Contract Documents, the provision imposing the more demanding term, condition, duty or standard of performance or the greater limitation on the nature and type of relief or damages allowed to Subcontractor shall control

- i. Subcontractor has reviewed the proposed form of Subcontract as well as all exhibits and takes no exceptions. The successful bidder will execute the Subcontract Agreement in its current form and without any modification. No previous agreements or terms shall apply to this Subcontract Agreement
- j. Subcontractor shall procure all insurances required as detailed in the subcontract agreement and Exhibit G, Insurance Requirements
- k. Subcontractor acknowledges that failure to secure insurance coverage or failure to comply with any of the insurance and bonding provisions of the Subcontract Agreement or the Contract Documents shall in no way relieve Subcontractor its obligations under the Subcontract Agreement or the Contract Documents
- l. No previous agreements or terms apply to this Subcontract Agreement

## **2. COORDINATION BETWEEN PLANS**

- a. Bidder shall carefully study and compare the Bidding Documents with each other and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted
- b. Bidder shall examine the site and local conditions and shall at once report to BCC any errors, inconsistencies or ambiguities discovered
- c. Contract Documents (plans, specifications, Bid Manual, etc.) are complementary. Bid Packages, specification divisions and drawing divisions are provided as a courtesy, but are in no way construed to relieve Subcontractor from performing work contained within the Subcontract Agreement
- d. For purposes of bidding, procuring and performing the Work, in the event of any conflict or ambiguity between the excerpted information in the Contract Documents, the requirements of applicable codes and standards, and the requirements of the specifications, Bid Manual, etc., Subcontractor is deemed to have provided the better quality or greater quantity of Work

## **3. ELECTRONIC CONTRACT DOCUMENTS**

- a. Successful Bidder will be provided Contract Documents electronically via Procore:
  - i. No hard copies will be provided
  - ii. Contact Matt Miller ([matt.m@bordeauxconstruction.com](mailto:matt.m@bordeauxconstruction.com)) for access
- b. Subcontract shall be based on the "Contract Documents" as detailed in the Subcontract Agreement
- c. A "Conformed" set of the Bidding Documents will be uploaded to Procore for the benefit of all trades. BCC makes no representation as to the completeness of the

“Conformed” set of documents. Subcontractor agrees to waive any and all claims and hold harmless BCC from any claims that may arise from the completeness, accuracy, or any lack thereof of the “Conformed” set.

- d. Building Information Modeling (BIM) will be required on this project; refer to Exhibit M of the Subcontract Agreement. Subcontractor shall include all costs in its base bid for BIM software, meetings, coordination, travel, as required for coordination of work provided under its bid package
- e. All trade disciplines required to provide coordination drawings must participate in the Virtual Construction Process. Subcontractors shall utilize relevant technology to model their content; refer to Exhibit M for information and requirements. An on-site kick-off meeting, along with several on-line meetings, will be required to effectively coordinate the project model. The detailer/modeler for each trade is required to participate in all coordination meetings. If Subcontractor uses a 3<sup>rd</sup>-party modeler, the individual responsible for that model must be an active participant in these meetings.

#### **4. TEMPORARY UTILITIES & FACILITIES**

- a. Temporary construction-use power will be provided as temporary power panels under BP-26A Electrical. All temporary construction-use power consumption charges will be paid by BCC. Subcontractors shall include the cost of alternate power sources (generators or battery powered equipment) for its work until temporary construction-use power is available at the project.
- b. Subcontractor shall provide all supplemental power, in excess of the temporary power panels, required for its work at no additional expense to the project, unless specifically noted otherwise in its bid package.
- c. Temporary construction-use water will be provided under BP-31A Site Turnkey. All water consumption charges will be paid for by BCC with exception of water usage required for landscape maintenance.
- d. Temporary toilets will be provided by BCC for Subcontractor’s use
- e. Subcontractor is responsible for providing drinking water for its workforce
- f. Subcontractor is responsible for furnishing all supplemental lighting and power as required for its scope of work

#### **5. ALLOWANCES**

- a. Subcontractor shall include in the Contract Sum all stated allowances outlined within its Bid Package (Exhibit A - Scope of Work)
- b. Materials and equipment under an allowance shall be selected by Owner with reasonable promptness. Subcontractor shall identify the date for Owner's selection on the critical path of BCC's Construction Schedule; allow Owner a minimum notice of two (2) weeks before this date

#### **6. CHANGE ORDERS**

- a. All change orders shall be submitted on the Change Proposal Form (Exhibit J)



- b. Change Orders shall be prepared utilizing subcontractor (2<sup>nd</sup> tier, 3<sup>rd</sup> tier, etc.) quotes, presented in the same format (Exhibit J) and subject to the same requirements
- c. Claims for additional cost by Subcontractor must be initiated by written notice to Bordeaux Construction within 7 days after occurrence of the event giving rise to such Claim or within 7 days after Claimant first recognizes the condition giving rise to the Claim, whichever is later. At BCC's sole discretion, claims received after this period may be considered, but BCC is under no obligation to accept claims for additional cost submitted after this time period.
- d. The cost to which overhead and profit is to be applied shall be determined based on the following, unless noted otherwise:
  - i. Material quantities and unit prices (show sales tax as a line item)
  - ii. Labor costs (unburdened cost, include man hours and unit rate per man hour. When a unit price is included in the contract, apply unit rate)
  - iii. Construction equipment cost (must provide rental invoice or substantiate equipment rental rate)
  - iv. Lower-tier subcontractor costs (all lower-tier subcontractors must follow the same Change Order procedures)
  - v. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs in the manner prescribed above. Where major cost items are changes to subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization
  - vi. Do Not round values; use actual dollars and cents**
  - vii. Costs for bond premium shall only apply to those trades with a payment and performance bond required
- e. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change
- f. Failure by Subcontractor to provide the information requested shall result in rejection of the change order and a request for resubmittal. Delay in the processing of the change order due to lack of proper submittal by Subcontractor in accordance with this paragraph or due to errors in the change order calculations shall not constitute grounds for a time extension or basis for a claim. Subcontractor is responsible for submitting all changes on required change proposal form with all required auditable backup documentation.
- g. Labor burden percentage shall not exceed **30%** in any case
- h. The amount for Overhead and Profit combined shall be based on the following schedule:
  - i. For Subcontractor (1<sup>st</sup> tier), for Work performed by Subcontractor's own forces, Fifteen percent (**15%**) of the cost
  - ii. For Subcontractor, for Work performed by its subcontractors (2<sup>nd</sup> tier, 3<sup>rd</sup> tier, etc.), Five percent (**5%**) of the amount due its lower subcontractors

- iii. For lower-tier subcontractors (2<sup>nd</sup> tier, 3<sup>rd</sup> tier, etc.), for Work performed by that subcontractor's own forces, Ten percent **(10%)** of the cost
- iv. For a deductive Change Order for Work performed by Subcontractor's own forces, Five Percent **(5%)** of the cost
- v. For a deductive Change Order for Work performed by Subcontractor's lower-tier subcontractors (2<sup>nd</sup> tier, 3<sup>rd</sup> tier, etc.), Five Percent **(5%)** of the amount due the lower-tier subcontractors
- i. Labor Burden shall be defined as costs that are applied to only labor including, but not limited to, worker's compensation and public liability, social security tax, old age and unemployment insurance, union welfare fund and fringe benefits
- j. Overhead shall be defined as, but not be limited to, project management, supervision, superintendent, safety, home office personnel, wages of timekeepers, watchmen and clerks, admin, small tools, record documents (as-builts & red-lines), incidentals, general office expenses, insurance premiums, and all other expenses not included in "costs."
- k. Change orders based on unit prices (as listed in the Contract Documents) shall include such breakdowns for work performed by Subcontractor and the cost extensions based on the unit prices in the Contract Documents. Unless otherwise noted, change orders based on Unit Price adjustments already include all required markup for cost, sales tax, labor burden, equipment, OH&P, etc. and shall apply to both additive and deductive change orders
- l. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Subcontractor, the applicable unit prices shall be equitably adjusted

**7. UNIT PRICES**

- a. Unit Prices as listed may be utilized by BCC to make contract cost adjustments for changes in the Work. Unit prices shall include cost for labor, materials, equipment, insurances, taxes, bond premium, combined Overhead and Profit of fifteen percent (15%) and other related incidentals and remain firm and in effect for the duration of the contract
- b. For the purpose of using a unit price labor rate as backup to a change order, the "unburdened" labor rate shall be determined by dividing the unit price by 1.45 (15% for OH&P, 30% for labor burden). For example, a unit price for general labor of \$17.4/hr. would equate to an unburdened labor rate of \$12.00/hr. + \$3.60/hr. for labor burden + \$1.80/hr. for OH&P

**8. SUPERVISION**

- a. Subcontractor must keep a competent English-speaking Superintendent/Foreman on-site at all times while work related to this contract is in progress. The individual must have a thorough knowledge of the project, including shop drawings and approved product data, and have the authority to make decisions for Subcontractor. Bordeaux Construction reserves the right to charge for its

- Superintendent/PM/Foreman costs to provide supervision and expertise for Subcontractor's unsupervised work force.
- b. BCC reserves the right to request a Superintendent or Foreman be removed from the project if deemed necessary for the project's best interest
  - c. Subcontractor shall notify BCC in writing of any proposed replacement of its Superintendent/Foreman. Subcontractor shall not replace a competent Superintendent without prior written approval from BCC. The requirements contained in this Article shall apply to any proposed replacement Superintendent, regardless if the proposed tenure is to be temporary or permanent
  - d. Subcontractor's on-site superintendent/foreman shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
  - e. Subcontractor's superintendent and sub-subcontractor's superintendent shall be equipped with a cellular communication device at all times enabling constant communication with BCC management. Details regarding phone numbers are required to be provided on Subcontractor's Supplier Information form (Exhibit H) as part of the contract documentation and execution process
  - f. Subcontractor shall conduct all required on-site field measurements for its bid package prior to fabrication and has included said cost in its base bid
  - g. Subcontractor shall provide all engineering, coordination and layout for its work.
    - i. BCC will furnish up to three survey control benchmarks for trade use
    - ii. Notify BCC immediately in writing of any discrepancy
    - iii. Coordination with other trades is specifically included
  - h. Subcontractor shall inspect all substrates and conditions for suitability to receive work under its bid scope prior to starting work
    - i. Notify BCC immediately in writing of any deficiency
    - ii. Commencement of work guarantees acceptance of conditions

**9. SCHEDULE DELIVERY REQUIREMENTS**

- a. BCC will not receive, sign-for, accept or be responsible for materials delivered to the site or field office
- b. Subcontractor is responsible for all delivery and transportation costs to the jobsite for its scope of work:
  - i. There is no guaranteed laydown and storage area at the site
  - ii. There is no guaranteed storage on-site
  - iii. Delivery of materials and equipment shall be of sufficient frequency to meet production requirements. Failure to deliver accordingly shall not justify a contract time extension.
  - iv. Coordinate with BCC for access to any area on-site to include interim staging requirements
  - v. Unless otherwise agreed to by BCC, Subcontractor shall keep no more than **10 days** material on-site at any given time

- c. Laydown areas, when provided at the project, are for use solely as directed and approved by BCC:
  - i. Stored materials will only be allowed on-site with **PRIOR** approval
  - ii. Subcontractor shall be responsible for temporary protection, storage units, tarps, dunnage, etc.
- d. All deliveries must be scheduled with BCC's Project Superintendent at least forty-eight (48) hours in advance
  - i. Deliveries may be required during off-hours
  - ii. Deliveries that arrive outside of work hours, without prior approval, or without proper notification will be returned to shipper at Subcontractor's expense. Any cost for redelivery or delay to the project will be borne by Subcontractor
- e. Subcontractor shall include in its base bid all costs to receive, unload, stage, store, handle, transport, etc. all material and equipment for its work
- f. Subcontractor shall include in its base bid all off-site and phased storage as may be required for its work
- g. Subcontractor shall include in its base bid all costs to receive, unload, protect, stage, handle, transport, full care and custody, installation, coordination, warranty obligations, etc. of all assigned pre-purchase materials and equipment

**10. DAILY & WEEKLY REPORTS**

- a. Subcontractor must submit a Daily Report / Manpower Summary thru the Procore app **no later than 9 a.m. the following day**
  - i. Subcontractor must submit a complete report for each day worked at the project site in order to receive a progress payment for that month
  - ii. When days of "no work on-site" occur, submit a report stating such
- b. Subcontractor must submit a Safe Plan of Action (SPA) for each definable feature of work each day thru the Procore app (Forms) for BCC review prior to starting the work

**11. PROJECT MEETINGS**

- a. Subcontractor's Project Manager and Superintendent **must** attend all jobsite Weekly Subcontractor Coordination Meetings and Monthly Progress Meetings
- b. Attendance is mandatory while working on-site and must start a minimum of three (3) weeks prior to beginning work on-site. Failure to attend these meetings may result in withholding of progress payments.
- c. The purpose of the meeting will be to discuss the following items:
  - 1. Safety
  - 2. Quality
  - 3. Schedule
    - a. Review Critical Path Activities
    - b. Review Superintendent 3-week Look Ahead Schedule
    - c. Review status of previous "mini" milestone dates
    - d. Establish "mini" milestone dates
    - e. Review manpower/workforce

- f. Review equipment & material deliveries
- 4. RFI status
- 5. Coordination issues
- 6. Pending Change issues

**12. QUALITY REQUIREMENTS**

- a. BCC will schedule all necessary Pre-installation Conferences and Preparatory Meetings:
  - i. Subcontractor shall participate in Conferences and Meetings for all of its items and those of other trades as required
  - ii. Subcontractor's superintendent, its Project Manager and any relevant lower-tier subcontractors shall be in attendance
  - iii. Crew Foreman and all workers shall participate in the Preparatory Meeting to review SPA, safety requirements, proposed work, approved submittals and other applicable documents prior to starting work
- b. Subcontractor shall participate in mockup requirements as detailed on Contract Documents and as stated in its bid package
- c. Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - i. Subcontractor shall be responsible for costs associated with re-testing and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents
  - ii. Said costs will be charged to Subcontractor and its subcontract sum adjusted by Change Order
  - iii. Review Specifications for testing and quality requirements
- d. Subcontractor shall include all costs for testing and quality requirements to demonstrate its compliance; costs for re-testing shall be borne by Subcontractor
- e. Subcontractor shall anticipate inspection delays in the installation durations and sequence such work ahead of others so as not to impose delays in the schedule. This shall be construed for AHJ, DOL, DOI, DHSR, Engineer, Fire Marshal, Owner, BCC, Commissioning Agent, etc. While BCC will endeavor to combine inspections where possible, Subcontractor acknowledges that separate inspections will be required and has included all associated costs in its bid proposal. Subcontractor will have a competent person on-site for each trade being tested or inspected as follows:
  - i. Subcontractor/trade inspections
  - ii. Subcontractor/trade Pre-check testing
  - iii. Bordeaux Construction inspections
  - iv. Engineer/Designer inspections
  - v. Local Fire Marshal inspections
  - vi. Local Building Inspector inspections
  - vii. Special Inspections
  - viii. Pre-Testing of systems
  - ix. Commissioning of systems
  - x. DHSR/SCO Initial inspection

- xi. DHSR/SCO back-check

**13. SUBMITTALS**

- a. All submittals shall be transmitted to BCC electronically via uploading to Procore:
  - i. Do not submit directly to Architect/Engineer
  - ii. Do not send material samples, submittals, shop drawings, etc. to the job site unless approved by BCC
  - iii. All Submittals will be returned to Subcontractor via Procore
- b. Furnish physical samples for all material or color selection samples as indicated in contract documents and specifications. All color selections shall be submitted within 21 days of NTP
- c. Submit all product data within 30 days of NTP and all engineered shop drawings within 60 days of NTP, unless otherwise required
- d. Subcontractor shall factor in manufacturer lead times and allow a minimum of 14 days for submittal review
- e. Submittals that are incomplete or that have not been reviewed by Subcontractor will be returned "Not Reviewed" by BCC
- f. Submit one (1) hard copy of any large format shop drawings (steel, anchor bolt, reinforcing, sprinkler, erection, etc.) for review. After receipt of approved shop drawings, submit three (3) copies of any large format marked as "field & file use"
- g. Access to Procore will be provided to Subcontractor and all contacts listed on Subcontractor/Supplier Information Sheet (Exhibit H)  
Contact Matt Miller ([matt.m@bordeauxconstruction.com](mailto:matt.m@bordeauxconstruction.com)) with any problems accessing Procore or if additional access/log-in is required

**14. SCHEDULE**

- a. The project duration including all necessary mobilizations, work, inspections and punch list is established as **35 months (1062 calendar days)**.
- b. A bid schedule has been included in the bid documents for Subcontractor's use in preparation of its bid. Subcontractor acknowledges that this bid schedule may be modified to include subcontractor input.
- c. BCC will prepare a Master Baseline Construction Schedule establishing the sequence and duration of Work activities and will consider Subcontractor's input in developing the schedule. Subcontractor should include in its bid proposal a minimum of Forty (40) man-hours of time for its superintendent and project manager to meet with BCC to complete the Master Baseline Construction Schedule.
- d. Subcontractor acknowledges that, as construction progresses, it may be necessary for BCC to change the sequential order of various activities to account for unanticipated delays, occurrences and other factors which act to alter BCC's original schedule. BCC may require Subcontractor, at no additional cost to the project, to sequence Subcontractor's Work in such a way that the progress of other subcontractors and the Project schedule reasonably dictate.
- e. Subcontractor acknowledges, understands and agrees that the scheduling and sequencing of the Work is an exclusive right of BCC and that it reserves such right

to reasonably reschedule and re-sequence Subcontractor's Work from time to time as the demands of the Project require without any additional cost or expense to be paid to Subcontractor

- f. Subcontractor acknowledges and agrees that Bordeaux Construction owns the float to the Project. If BCC desires to make a change to the schedule and as a result moves the Early Start date, Subcontractor shall comply with the request at no cost to the project
- g. Time limitations set forth in the general provision with Owner will be shortened as necessary to provide time for BCC to meet its obligations
- h. Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity for the locality where work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based upon the NOAA National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the job site by the Design-Builder reflecting the effect of the weather on progress of the work and initialed by the Designer's representative. No weather delays shall be considered after the building is dried-in unless work claimed to be delayed is on the critical path of the baseline schedule or approved updated schedule. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the Owner or its agents. Contractor caused delays shall be accounted for before Owner or Designer-Builder delays in the case of concurrent delays.

**15. WORK HOURS**

- a. Work hours for this project will be as required and otherwise adjusted by BCC to meet Owner requirements and complete the project  
**Minimum work hours are: Monday – Thursday 7am-5pm  
Friday 7am-1pm**
- b. Subcontractor agrees it will utilize weekday overtime, additional shifts, and/or weekends, as necessary to maintain the project schedule at no additional cost to the Project. Subcontractor shall not utilize overtime and weekend work in lieu of providing adequate manpower through the normal work week
- c. Subcontractor shall work Saturdays, Sundays, extended hours, additional crews, weekends, etc. following lost work days when its work forces could not perform a **full** day's work (regardless of cause) at no additional cost to the project
- d. Subcontractor agrees to furnish all necessary crews and equipment as required to complete its work to facilitate construction progress. If production lags or if it appears the work will not complete "on time," BCC reserves its right to require additional resources, hours, etc. or to supplement Subcontractor's workforce at no cost to the project.

- e. Subcontractors with weather sensitive activities (site work, masonry, concrete, roof, etc.) shall make up lost time utilizing Saturdays, Sundays, extended hours, additional crews, etc. at no additional cost to the project
- f. All trades with masonry rough-in requirements shall keep sufficient crews, materials and equipment on-site to provide rough-in, sleeves, block-outs, boxes, etc. as masonry progresses. Mason **is not** responsible for installing rough-in work. Trades must work same hours as mason during CMU installation, regardless of weather, day of the week or hours previously worked, and in addition to other scheduled work. All associated cost is included in the base bid amount.
- g. Subcontractor shall not utilize a four-day work week (“4x10s”)
- h. Subcontractor should anticipate and expect to work its workforce extended hours, Saturdays and/or Sundays as necessary to make-up for any lost time due to delays to include, but not limited to, insufficient crew(s) or size(s), insufficient supervision or planning, material delays, productivity loss, inclement weather to include excessively hot or cold temperatures, inspection delays, etc. that may have adversely impacted its work or the Construction Schedule. Any work deemed by BCC that must be carried out as make-up work will not be considered a reimbursable cost or a cost to the project

**16. LIQUIDATED DAMAGES**

- a. Liquidated Damages for this project are **\$2,000** as Substantial Completion Liquidated Damages for each consecutive calendar day beyond the date of established substantial completion and **\$2,000** as Final Completion Liquidated Damages for each consecutive calendar day beyond the date of established final completion. In addition to the foregoing liquidated damages, Bordeaux Construction and Owner may recover utility charges as expressly set forth elsewhere in the Contract Documents. Liquidated Damages set forth herein above shall not include additional legal or design professional costs that may result from the Subcontractor default. If such legal or design professional costs are incurred by Owner, Subcontractor shall be liable to Owner for those costs in addition to the Liquidated Damages amount set forth herein
- b. The following dates are critical and subject to Liquidated Damages and are based upon a NTP of June 24<sup>th</sup>:
  - 1. Building pad ready for surcharge; Sept 7<sup>th</sup>
    - a. Failure to meet this interim date will not be penalized if surcharge period begins as scheduled NLT Dec 7<sup>th</sup>
  - 2. All surcharge in-place, beginning of settlement period; Dec 7<sup>th</sup>
  - 3. Settlement complete, begin surcharge removal; March 9, 2025
  - 4. Removal of surcharge from at least one wing in order to start building foundations; April 5, 2025
  - 5. All surcharge removed, complete; April 22, 2025
  - 6. Building & Site construction, Substantial Completion; May 21, 2027
  - 7. Above dates will be adjusted based upon actual NTP and release date for surcharge settlement completion



**17. PAYMENT**

- a. A signed copy of Subcontract Agreement, Schedule of Values, list of all vendors, suppliers and subcontractors (2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> tier contractors), insurance certificate, sales tax reporting form, HUB forms and bonds (as required) will be required prior to processing first pay application
- b. Subcontractor shall include cost for all applicable North Carolina and County sales tax in its base bid amount, regardless of origin of material or fabrication
- c. Out-of-State subcontractors are required to pay all applicable NC sales and use taxes to the Department of Revenue for the State of North Carolina
- d. Sales tax reporting forms shall be submitted monthly with each pay application. For any materials furnished from “stock” or surplus, a value for the material supplied and associated sales tax should be reported
- e. Original monthly billings are to be received in our office by the **15<sup>th</sup>** of the month, with work projected through the 20<sup>th</sup> of the same month. **Do not project billing to the end of the month.** No faxed or emailed copies will be accepted
- f. E-mailed “pencil” copies are encouraged and will be accepted for billing purposes. However, an original copy is required to receive payment. E-mailed copies may be sent to [accounting@bordeauxconstruction.com](mailto:accounting@bordeauxconstruction.com)
- g. BCC reserves the right to require Joint Check Agreements. A fee of \$50.00 may be charged to the Subcontractor for each joint check issued
- h. Retainage on the project will be **Five percent (5%)**
- i. At the discretion of BCC, reduction in retainage may be considered provided the following conditions are met:
  - i. Owner has agreed to and paid for the reduction of retainage to BCC
  - ii. Subcontractor is on-schedule and without major outstanding delivery, installation or similar concerns
  - iii. Subcontractor is beyond 50% complete by contract amount
  - iv. For the purpose of a reduction in retainage, stored materials shall not constitute more than 20% completion of a contract

**18. SCHEDULE OF VALUES**

- a. Schedule of Values is required within ten (10) business days of Notice to Proceed
- b. Schedule of Values must be separated into values for both labor and material
- c. Subcontractor agrees to modify Schedule of Values to conform to BCC Schedule of Values, if requested
- d. If a line item is included for “Mobilization”, a line item of equal value must be included for “De-mobilization”
- e. Schedule of Values must include a line item for “Closeout Documents” valued at 2.5% of base contract, or as negotiated with BCC Project Manager
- f. Schedule of Values must include a line item for “Composite Clean-up”

**19. STORED MATERIALS**

- a. Payment for stored material will only be allowed for materials on-site unless strictly meeting the following conditions for off-site storage:

- i. Subcontractor must request in writing and gain approval of BCC, Owner and Architect prior to requesting payment for off-site stored material. Request shall be made no later than the last day of the month preceding the pay application request.
  - ii. Request must document a valid reason for payment for stored materials off-site. Convenience and favorable payment terms are not valid reasons.
  - iii. Request shall be supported by invoices and shall not include any subcontractor mark-ups, overhead and profit, etc.
  - iv. All materials must be properly labeled (Pender County K-8 School, BCC job number, BCC phone number)
  - v. Include a complete list of materials, with applicable heat numbers and manufacturer's reference numbers, with the request
  - vi. Include a Chain of Custody document from Vendor to Subcontractor to Bordeaux Construction with the request
  - vii. Include actual photos of each listed item with the request
  - viii. Storage of "material" must be in a bonded warehouse
  - ix. Include written consent and clearance for warehouse access and for delivery of goods to Bordeaux Construction, in the event of a failure by Subcontractor, with the request
  - x. Include Proof of Insurance of the stored materials, covering storage and in-transit to the jobsite, with the request; Bordeaux Construction and Owner must be named as additional insureds
  - xi. Include Consent of Surety to Bordeaux Construction that payment can be made to Subcontractor with the request
  - xii. Allow adequate time for inspection of stored materials by BCC, Architect, Architect Consultants and/or Owner, as required
  - xiii. For stored materials out-of-state, arrange for travel for BCC, Architect, Architect Consultants and/or Owner as required. Travel-related costs shall be borne by Subcontractor at no cost to project.
  - xiv. Incomplete requests or requests received after the 1<sup>st</sup> of the month will not be considered in that month's pay request
- b. Upon approval of request, Subcontractor shall submit a "Bill of Sale" (form available upon request) from Vendor to Subcontractor to Bordeaux Construction for the transfer of title of ownership; payment of off-site stored materials cannot be made until a fully-executed Bill of Sale is received
  - c. Bordeaux Construction, Owner and Architect reserve the right to deny any and all requests for payment of off-site stored materials, for any reason. No compensation for denial of request will be considered

**20. SITE LOGISTICS**

- a. A Site Logistics Plan has been provided in the BCC Bid Manual. Subcontractor agrees to perform work in accordance with the Site Logistics Plan. Any additional access, laydown, staging, crane supports, etc. shall be provided by Subcontractor at no additional expense to the project



- b. Subcontractor is responsible for all of its parking, delivery and transportation costs to the jobsite:
  - i. There is no guaranteed parking space available at the site
  - ii. There is no guaranteed laydown and storage area at the site
  - iii. There is no guaranteed storage at the site
  - iv. Coordinate with BCC's Project Superintendent for access to any area on site, to include interim needs
  - v. Refer to **Section 10--Schedule Delivery Requirements** for additional requirements
  - vi. Should parking requirements exceed allowable parking available on-site or during paving operations, Subcontractor shall be responsible for all costs associated with remote parking and transportation to the jobsite
- c. There are no planned site security measures being provided for this project
  - i. Each subcontractor is responsible for providing security and insurance for its tools, equipment, materials, formwork materials, etc. stored and/or installed on-site against damage, theft, fire, etc.
- d. Subcontractor shall obtain all permits required by state and local jurisdictions for work in or encroachment of public streets and rights-of-way
- e. Subcontractor signs shall not be posted without the written approval from BCC
- f. A concrete washout location will be provided for subcontractor use during concrete placement and grouting operations. All subcontractors utilizing the washout area are responsible for use and maintenance of the washout area
- g. Permanent roads will be expedited along with temporary drive and laydown areas shown on Site Logistics Plan
  - i. Subcontractor shall take special care to stay on temporary drives during inclement weather
- h. Subcontractor shall repair all land disturbances caused by equipment under its bid scope regardless of wet/dry conditions to include, but not limited to, repair of rutting, damages to erosion control measures, damage to temporary or permanent roads, curbing, etc.
  - i. Restore all disturbed areas to equal or better condition than original
- i. Subcontractor is responsible for immediate cleaning of streets, roads and parking areas where dirt, mud & debris have been deposited as result of its workers, suppliers, deliveries, etc.
- j. Subcontractor shall provide all necessary traffic control measures when its work impedes pedestrian and/or vehicular traffic both inside and outside the jobsite boundaries
- k. Subcontractor shall provide all traffic control, flagging, signage, truck spotters & ground guides, lighted barriers, safety signage, wayfinding signage, cones, etc. as required to provide safe separation of personnel and vehicles
- l. Egress requirements for Public and Owner shall be maintained throughout construction
- m. Eating and drinking may be permitted in certain areas designated by Owner or BCC. Suspension of these activities shall be at BCC's sole discretion and may be imposed at any time without prior notice

- n. Subcontractor is responsible for furnishing all ladders, lifts, shoring, scaffolding, etc. as required for its work

**21. COOPERATION AND COORDINATION**

- a. Subcontractor shall afford Owner and separate contractor's reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate Subcontractor's construction and operations with them as required by the Contract Documents.
- b. If part of Subcontractor's Work depends for proper execution or results upon construction or operations by Owner or a separate contractor, Subcontractor shall, prior to proceeding with that portion of the Work, promptly report to BCC apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of Subcontractor to report shall constitute an acknowledgment that completed or partially completed construction by Owner or separate contractor is acceptable to receive Subcontractor's Work.
- c. Subcontractor shall coordinate its work with all above ceiling work including, but not limited to, mechanical, plumbing, electrical, security, fire alarm and fire suppression

**22. SAFETY**

- a. Subcontractor shall participate in BCC's Site Safety Orientation program prior to beginning work; advance scheduling is required
- b. Jobsite attire requirements will be strictly enforced. Minimum attire shall include reflective vest or shirts, hard hat, safety glasses, T-shirt (no cut off shirts allowed), hard-soled safety-toed boots (above ankle, C75/I75 rated) and long pants
- c. Subcontractor is required to conduct Weekly Toolbox Talks and provide meeting minutes and sign-in sheet as documentation to BCC
- d. Subcontractor is required to attend Weekly Safety Meeting conducted by BCC
- e. Subcontractor is required to conduct its own Weekly Safety Audit and provide documentation to BCC
- f. BCC participates in voluntary scheduled OSHA Consultative visits. Subcontractor agrees to resolve all items that may arise from OSHA consultative visit within specified time frame. Subcontractor also agrees to document all required responses in writing to BCC no later than 10 days prior to Subcontractor's required response to OSHA.
- g. If Subcontractor provides scaffolding to complete work, a trained competent person shall be provided by Subcontractor and must be present on-site full-time. Competent Person shall inspect all scaffolding daily and record the findings on a daily basis. Each scaffold system must bear either a green tag to allow access or a red tag to restrict access. Tag shall be dated and initialed with a minimum inspection frequency of once daily. Separate sections of scaffold shall be treated as individual scaffold systems. Under no circumstance will a scaffold system be used without these requirements being met.

- h. If Subcontractor conducts excavation work, a trained competent person shall be provided by Subcontractor and must be present on-site full-time
- i. If Subcontractor operates heavy equipment to complete its work, a trained competent person shall be provided by Subcontractor and must be present on-site full-time
- j. All heavy equipment, lifts, skid steers, lulls, mini-excavators, etc. shall have a fire extinguisher (2.5# minimum size), functioning alarms and operator's manual; Operators must provide proof of training
- k. GFCI pigtails and devices shall be used at all times
- l. Extension power cords shall be minimum 3-wire, 14A (12 ga.) conductors, rated for hard/extra hard service printed on cord; inspect cords daily, remove & tag non-compliance cords from service; all cords outside 12' of work area to be suspended from J-hooks, hanger trees or other supports to avoid becoming a trip hazard
- m. All energy sources (process piping, electrical, water, site water, gases, etc.) shall be locked out and tagged out (LOTO) prior to start of any work activity; coordinate with BCC
- n. All hangers used to suspend light fixtures for use as temporary lighting shall be inspected weekly; document inspections to BCC
- o. In accordance with the provisions of the Federal OSHA Hazard Communication Standard 29CFR-1926.59 and 29CFR-1910.1200, Subcontractor, its vendors and suppliers, must submit a "Safety Data Sheet" for each product which will be delivered to or used on the jobsite. The SDS must be received by BCC prior to delivery of the product(s) at the jobsite. Further, Subcontractor shall strictly comply with and require the same strict compliance by its employees, subcontractors and suppliers with all federal, state, and local laws, rules, ordinances and/or regulations governing the acquisition, possession, storage and disposal of hazardous materials of any nature utilized, produced or that are a by-product of the performance of this Agreement, and shall hold BCC and Owner harmless from any and all associated costs and claims related to their use.
- p. Subcontractor is responsible for restoration of any safety railing, barrier or signage immediately following completion of its work or loading/unloading operation as applicable. Subcontractor's workforce shall be tied-off with appropriate fall protection measures when working while railings are removed. BCC reserves the right to back-charge Subcontractor for the cost to restore safety measures whenever Subcontractor fails to do so.
- q. Subcontractor is responsible for daily inspection of all tools, drop cords, ladders, scaffolding, etc. BCC may remove from the project or dispose of any tools, equipment, drop cords, ladders, etc. found to not meet safety requirements.
- r. All ladders shall be Heavy Duty and capable of supporting a minimum of 300 pounds or more as required for job duty being performed. Ladders shall have weight rating clearly indicated
- s. Subcontractor shall utilize a fire watch at all times when "hot work" is ongoing to include cutting, welding, soldering, etc.

- t. Subcontractor is responsible for obtaining necessary work permits required by Owner and/or BCC to include, but not limited to excavation, confined space, hot work, utility outages, etc. Coordinate with BCC in advance of need.
- u. Responsible Subcontractor shall bear the cost of any “false alarms” regarding Police, Fire and EMS services
- v. All lanyards shall be self-retracting (SRL) unless otherwise approved by BCC

**23. DAILY CLEANUP**

- a. Daily clean-up of all work areas will be strictly enforced. Subcontractor shall perform clean-up and trash removal on a daily basis. All debris generated by Subcontractor shall be removed to a centrally located container provided by BCC. Failure to comply with the daily clean-up requirement will result in BCC supplementing Subcontractor with temporary labor to conduct required clean-up at Subcontractor’s expense; a deductive change adjustment to the Subcontract Agreement will be issued
- b. Subcontractor shall remove all returnable pallets and shipping containers to its suppliers in a timely manner

**24. COMPOSITE CLEANUP**

- a. Subcontractor shall participate in Composite Clean-up while working on-site
- b. Composite Clean-up participation is a requirement for all subcontractors and is included in each bid package. Material-only Bid Packages are not required to participate in the Composite Clean-up requirement.
- c. Composite Clean-up is in addition to Subcontractor’s daily clean-up requirements
- d. Composite Clean-up shall be implemented once the building is enclosed with multiple trades working within
- e. Composite Clean-up shall take place no less than weekly at time and date as scheduled by BCC
- f. Subcontractor shall include a minimum of one (1) man-day (eight hours) per ten (10) people working on-site for its participation. Minimum participation is one (1) man-day, regardless of crew size on-site. Include additional manpower for Composite Clean-up Crew at a rate of one (1) man-day per 400-man hours worked
- g. The Composite Clean-up Crew is understood to be a general labor-type workforce and shall work at BCC’s direction performing tasks as it sees fit. Tasks may not be limited to only clean-up and may consist of other general work duties (general trash removal, sweeping, vacuuming, emptying trash cans, cleaning parking lots, laydown areas & lunch zones, demobilization of site, removal of rain water, mud, snow, etc., clean-up floors, etc.), both interior and exterior, regardless of work area, as directed by BCC
- h. Subcontractor shall document Composite Clean-up Crew participation in writing to BCC. Any time not utilized shall be credited back to BCC at the hourly labor rate included in the Subcontract Agreement

**25. PROTECTION OF WORK**

- a. Where work is conducted above or adjacent to existing construction, Subcontractor must protect the existing construction, as necessary
- b. Concrete floor slabs are considered finished floors and are to be protected from damage during construction. Heavy equipment including forklifts, lulls, etc. will not be permitted on slabs. Wheeled lifts, scaffolding, pallet jacks, etc. will only be permitted with written approval of BCC
- c. No work shall be performed on slabs that may detrimentally affect the finish or function of the finished floor. This includes, but not limited to pipe threading, painting, welding, painting, cleaning, etc. Provide protection or relocate operation as directed by BCC
- d. Protection will be provided for finished surfaces, concrete slabs and other areas as required. Subcontractors working over floor protection are required to maintain the floor protection. Protection damaged or removed as a result of Subcontractor's work shall be replaced by Subcontractor at its expense.
- e. All trades working on roof must check-in with BCC prior to beginning work each day. Roof shall be broom swept daily. Subcontractor will be responsible for roof damage and/or discoloration from metal shavings or fasteners left on roof associated with its work
- f. Staged materials shall be placed on dunnage or mats as required
- g. Protect all work under this scope from damage until accepted by Owner
- h. Protect adjacent surfaces and work from damage by this scope of work
  - i. Any damage during execution of this scope shall be repaired or replaced by this Subcontractor at no additional cost to BCC
  - ii. Repairs shall be finished to match existing or adjacent construction
- i. Protect roadways, parking areas, curbs, sidewalks and lawns from damage caused by loading, unloading & staging of materials and equipment, hoisting and lifting activities, cranes, etc. All repair costs shall be borne by subcontractor responsible for said damages.
- j. Subcontractor is responsible for all corrective repairs resulting from its defective workmanship
  - i. All corrective and repair work shall be performed within 24-hours after notification and shall be accepted prior to payment issuance to Subcontractor for said work performed

**26. CONCEALED OR UNKNOWN CONDITIONS**

- a. If Subcontractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, Subcontractor shall promptly provide notice to BCC before conditions are disturbed and in no event later than 21 days after first observance of the conditions. BCC will promptly investigate such conditions and, if determined they differ materially and cause an increase or

decrease in Subcontractor's cost of, or time required for, or performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If BCC determines the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, BCC shall promptly notify Subcontractor in writing, stating the reasons.

- b. If, in the course of the Work, Subcontractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, Subcontractor shall immediately suspend any operations that would affect them and shall notify BCC. Upon receipt of such notice, Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. Subcontractor shall continue to suspend such operations until otherwise instructed by Owner but shall continue with all other operations that do not affect those remains or features.

## **27. UNDERGROUND UTILITIES**

- a. Fully comply with underground location requirements as required by law:
  - i. Call "NC One Call" at 1-800-632-4949
  - ii. Include all costs for locating all utilities not covered under "NC One Call"
  - iii. Provide documentation and locate ticket numbers to BCC prior to commencement of work
  - iv. All existing utilities shall be exposed and identified as to type, size and elevation prior to commencement of excavation for the work.
  - v. Provide written notification to BCC of any underground conflict with proposed work prior to commencement of excavation for the work.
  - vi. Cost of adjustments resulting from failure to expose utilities will be borne by Subcontractor at no cost to the project
  - vii. Maintain minimum clearances between utilities; notify BCC of any conflicts
- b. Excavation Plans are required for review by BCC prior to commencement of work:
  - i. Advance planning is required to avoid delays
  - ii. Allow a minimum of ten (10) working days for review
- c. Should charted, uncharted or incorrectly charted utilities be encountered, contact BCC immediately for instructions. Cooperate with Owner and utility companies to keep services and facilities in operation
- d. Subcontractor shall be responsible for all replacement costs for damaged utilities, whether shown or not on the contract documents

## **28. CUTTING AND PATCHING**

- a. Subcontractor shall be responsible for all cutting, drilling, fitting or patching required to complete the Work or to make its parts fit together properly. All areas shall be restored to the match existing or adjacent conditions, unless otherwise required by the Contract Documents.
- b. Subcontractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting,



patching or otherwise altering such construction or by excavation. Subcontractor shall not cut or otherwise alter such construction by Owner or a separate contractor except with written consent of Owner and of such separate contractor; such consent shall not be unreasonably withheld. Subcontractor shall not unreasonably withhold from Owner or a separate contractor Subcontractor's consent to cutting or otherwise altering the Work

- c. Subcontractor shall restore all walls, floors & ceilings penetrated by its work; fire caulk and seal as required
- d. Subcontractor shall restore all fire-retardant materials damaged during installation of its work

**29. LICENSING, PERMITS AND FEES**

- a. Unless otherwise provided in the Contract Documents, Subcontractor shall secure and pay for trade specific portions of the building permit (HVAC, Plumbing, Electrical, Sprinkler, Refrigeration, etc.), licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Subcontract Agreement and legally required at the time bids are received or negotiations are concluded
- b. The general building permit will be paid for by BCC
- c. Any fees, to include "tap fees" and "electrical connection and service fees," assessed by entities for providing permanent utilities to the Project shall be paid directly to the utility entity by Owner
- d. Subcontractor shall coordinate the permanent utilities and entity's related work to comply with the construction schedule
- e. Any fees assessed by utility entities for providing temporary utilities to the Project for use by Subcontractor during construction of the Project (Consumption fee) shall be paid by BCC
- f. Subcontractor agrees to comply with all regulatory requirements as indicated in Subcontract Agreement and the Exhibits including, but not limited to: E-Verify, USDA requirements, non-discrimination requirements, etc. BCC reserves the right to terminate the Subcontract Agreement for non-compliance.

**30. NOTICES AND COMPLIANCE WITH LAWS**

- a. Subcontractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work
- b. During the performance of this contract, Subcontractor agrees as follows:
  - i. Subcontractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Subcontractor. Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause

- ii. Subcontractor, in all solicitations or advertisements for employees placed by or on behalf of Subcontractor, will state that Subcontractor is an equal opportunity employer
- iii. Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting requirements of this section
- iv. Subcontractor does not and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- v. Subcontractor hereby represents it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the State of North Carolina as a domestic or foreign business entity if so, required by Title 13.3 or Title 50 or as otherwise required by law.
- vi. Subcontractor will include the provisions of the foregoing in every subcontract or purchase order of over ten thousand dollars (\$10,000) so that these provisions will be binding upon each subcontractor or vendor
- vii. Include other requirements as required in Bid Manual, Bid Form or Subcontract Agreement

**31. BEHAVIOR**

- a. Subcontractor and all its Sub-subcontractors, agents and employees shall act in a professional manner at all times while working on this project. BCC will strictly enforce this **NO TOLERANCE** Behavior policy and reserves the right to remove violators from the jobsite without previous warning(s)
- b. Subcontractor's employees or workers who engage in horseplay, fistfights, unsafe acts, whistling, yelling at the public, obscene gestures or foul language will be removed from the project site
- c. Weapons of all types including firearms are strictly forbidden on the project site
- d. Cell phones and personal radios, music devices (iPods, cell phones, MP3, etc.), boom boxes, etc. or any music is strictly prohibited on-site
  - i. Cell phone usage shall be limited to supervisors only
  - ii. BCC will enforce this No Tolerance Policy and reserves right to remove violators from the jobsite without previous warning
- e. Tobacco (smoking and chewing) and electronic smoking (e-cigarettes) are prohibited on this project site
- f. No food or drink is allowed within the building unless approved by BCC:
  - i. A break area may be established by BCC; its continued use or elimination shall be at sole discretion of BCC and may be so imposed at any time without prior notice
    - a. First infraction of this clause will result in a verbal warning
    - b. Second, a written warning
    - c. Third, removal from the project

- ii. Continued infractions by Subcontractor can be considered grounds for termination in accordance with its Subcontract Agreement
- g. Subcontractor's employees who report for work under the influence of intoxicants or narcotics or consumption of them during the workday will be removed from the project site immediately and permanently
- h. Visitors and workers shall not possess or carry, whether openly or concealed, regardless of legal permit, any weapon or explosive on any property owned by Owner. This includes firearms locked in containers, vehicles or firearm racks within vehicles

### **32. CLOSEOUT REQUIREMENTS**

- a. Closeout documents (including attic stock, O&M Manuals, as-built drawings, sample warranties, and all other closeout requirements) shall be provided no later than 12 weeks prior to Substantial Completion or 75% completion of contract amount, whichever comes first. BCC reserves its right to request said documents earlier than indicated above.
- b. Furnish all testing and demonstration requirements as specified. Furnish agenda prior to testing and demonstration. Provide a Sign-In Sheet with specification section, date, etc. to document completion of this requirement
- c. Receipt of closeout documents will be a condition precedent to processing payment beyond 75% completion. For warranties, submit a sample warranty with closeout documents, such that the only item that would be required to modify would be the date of warranty start. Submit placeholders for any other closeout documents that are not available at 75% completion (i.e., TAB Report)
- d. Subcontractor shall provide weekly updates to BCC (BCC) with accurate, as-built information relating to Subcontractor's own work
  - i. BCC shall maintain (with input from Subcontractor) all Specifications and all Architectural, Structural and Civil drawings at the jobsite
  - ii. Electrical, plumbing, mechanical, fire suppression and security electronics documents shall be maintained by the responsible contractor
  - iii. Documents shall be amended via Procore
- e. Provide required all warranties, guarantees, extended service agreements, testing, training, extra materials, special tools, keys, O&M information, etc.
- f. Unless otherwise noted, the date of Substantial Completion shall define the start date of all warranties, regardless of material purchase, delivery, install, or start-up date. If a manufacturer fails to comply with warranty requirements (periods, terms or availability) outlined in the Specifications, Subcontractor agrees to provide the specified warranties and/or provide coverage for the period between manufacturer's warranty and Substantial Completion at no additional cost to the project.

*Updated 08/05/24*

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 01B - Final Cleaning**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, punch list, closeout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024  
Division 01 – General Requirements  
Divisions 03 thru 28 (as applicable to this scope)  
All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds are **not** required for this bid scope
2. BP-01 General Inclusion items as applicable to complete Work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
5. Furnish any ladders, lifts or other equipment required to clean items in this scope
6. Dispose of all trash in dumpster provided by Bordeaux Construction
7. Complete construction and final cleaning services as outlined in the construction documents and within this bid package

8. The following is a general outline of items specifically included, but not limited to work, in this bid scope:
- a. Remove all shipping labels, manufacturers markings, protective films, etc. from all furnishings and construction products
  - b. Special care shall be taken for cleaning of all security and non-security glazing:
    - i. Participate in a pre-cleaning meeting with Bordeaux Construction (BCC)
      - 1. Review manufacturer’s recommended cleaning instructions for fire-rated and polycarbonate glazing
      - 2. Designate and identify individuals specifically for cleaning all glazing
      - 3. Provide list of individuals in writing to BCC prior to start of work
    - ii. **The use of abrasives, high-alkaline cleaners or products containing ammonia shall NOT be used**
    - iii. **The use of squeegees shall NOT be used**
    - iv. **The use of razor blades or other sharp-edged tools shall NOT be used**
    - v. **Cleaning sponges, cloths and water buckets that have been used to clean exterior-side glazing shall NOT be used for interior-side cleaning**
    - vi. **Subcontractor shall bear all costs associated with replacement of glazing damaged by its actions**
  - c. Subcontractor shall coordinate with subcontractors and vendors and utilize compatible cleaning products and methods with manufactured or prefinished products to prevent damage, warranty issues, etc. prior to starting work. Any damage caused by Subcontractor during execution of work in this bid scope shall be replaced/repared by Subcontractor at no additional cost to Bordeaux Construction
  - d. Cleaning cloths and sponges shall be **replaced frequently** to avoid damage to surfaces. Surface damages, although accidental through normal performance of this scope, shall be restored or replaced as required with said cost borne by this Subcontractor
  - e. Subcontractor shall clean all interior and exterior surfaces and spaces including, but not limited to:

Exterior: Clean all windows, doors, OH doors, louvers, site rails, etc.  
Pressure wash site concrete

Flooring: Resilient – sweep, scrub, damp mop  
Carpet/Carpet Tiles – vacuum  
Sealed concrete – sweep, scrub & mop  
Resin/Epoxy—sweep, scrub & mop  
Hard tile – sweep, scrub & mop  
Terrazzo – sweep, scrub, mop & polish  
Wood – sweep & mop; buff as required  
Resilient Athletic Flooring – vacuum

Walls: Dust and wipe down all walls  
Wipe down all rubber base  
Vacuum acoustical wall paneling  
Wipe down all stainless wall protection

- Fixtures: Dust, scrub, wipe down, polish and vacuum as required  
Includes, but not limited to: toilet accessories, furnishings and equipment, registers, grilles, signage, toilet partitions & screens, door hardware, window treatments, fire extinguishers and cabinets, display boards, mirrors, expansion joint covers, lockers, appliances, and overhead coiling doors, grilles & shutters
- Kitchen  
Equipment: Dust, wipe down & polish as necessary  
Includes, but not limited to: ovens, slicers, processors, steamers, mixers, tables, carts, bins, shelving units, racks, refrigerators, cabinets, coolers, dishwashers, sinks, countertops; Cooler/Freezer (wipe walls, racks & fixtures; sweep & mop floors; wipe exterior SST trim, doors & walls); and kitchen hood (all SST surfaces, trim, backsplash)
- Glazing: Clean all interior and exterior glazed surfaces
- Casework: Dust, wipe down and vacuum cabinet interiors, drawers, interior and exterior sides, shelves, etc.
- MEP: Dust and wipe down all exposed conduits, piping and ductwork, mechanical equipment, electrical gear, lights, etc.  
Do not remove identification labels unless directed by BCC  
Scrub, clean and polish all stainless and porcelain fixtures (toilets, sinks, water fountains, faucets, etc.)
- General: Remove protect films as necessary  
Remove all floor protection provided by others

9. Subcontractor understands that this project will be completed by areas and shall provide separate mobilizations for each area to include:
  - a. A general pre-clean prior to Bordeaux Construction punch list preparation which includes general sweeping, removal of tags, and general wipe down of materials removing construction debris
  - b. A general pre-clean prior to Architect / Engineer punch list preparation which includes general sweeping, removal of tags, and general wipe down of materials removing construction debris, waxing of VCT, Carpet cleaning
  - c. A final clean after completion of Bordeaux Construction and Architect punch lists just prior to Final Inspection and Acceptance
  - d. Cleanings may be scheduled over-night and/or weekend hours as directed by Bordeaux Construction
10. Subcontractor shall inspect all substrates and conditions for suitability to receive work under this scope prior to starting work
  - a. Advise Bordeaux Construction immediately in writing of any deficiencies or issues
  - b. Commencement of work guarantees acceptance of conditions

- c. Undisclosed damages shall be restored by Subcontractor at its own expense
- 11. Furnish all ladders, lifts, etc. as required for this work
- 12. Pricing is firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

- 1. Brick cleaning

**ALLOWANCES**

Not Applicable

**UNIT PRICES**

Not Applicable

**ALTERNATES**

Not Applicable

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 03A - Turnkey Concrete**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 03 – Concrete

Complete Division

Section 031000 Concrete Forming and Accessories (as it applies)

Section 032000 Concrete Reinforcing

Section 033000 Cast-in-place Concrete

Division 05 – Metals

(as it applies to this scope)

Division 07 – Thermal & Moisture Protection

Section 072100 Thermal Insulation (as it applies to this scope)

Division 31 – Earthwork

Section 313116 Soil Treatment for Termite Control

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds may be required for this bid scope:
  - a. Bordeaux Construction utilizes a Subcontractor Default Insurance (SDI) program for bonding subcontractors in lieu of requiring individual Payment & Performance Bonds
  - b. Base Bid assumes Bidder will qualify for participation in the SDI program; therefore, cost of payment & performance bonds is **not** to be included in the base bid price
  - c. If Bidder does not qualify for or cannot participate in the SDI program, Bidder shall provide payment and performance bonds with reimbursement of cost based upon



actual invoice. Failure to provide an invoice will result in a maximum reimbursement of 1% of the cost of work.

2. BP-01 General Inclusion Items as applicable to complete Work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
5. Complete structural concrete installation as outlined in the construction documents and within this scope package to include all insurances and taxes
6. Dispose of all trash and waste materials in dumpster provided by Bordeaux Construction
7. The following is a general outline of the items specifically included, but not limited to, in this bid scope:

**Building Concrete:**

- a. Excavate, form, prep & place all building foundations, piers & walls, etc.
  - i. Include forming and coordination of all stepped footings as required for MEP/Utilities crossing foundations
  - ii. Include canopy foundations
- b. Furnish, place, compact & fine grade capillary stone or granular fill layer for SOG
- c. Form, prep, place, finish & cure all slabs-on-grade (SOG)
  - i. Provide thickened or depressed slabs and turn-down edges as required
  - ii. Include exterior Mechanical Service Yard SOG
  - iii. Include forming requirements for interior floor expansion joint cover assemblies provided by BP-09D Resilient Flooring; coordinate as required
- d. Form, prep, place, finish & cure elevated slabs-on-metal deck
- e. Form, prep, place & finish all CIP stairs
- f. Form, prep, place & finish all elevator pits and sumps per elevator shop drawings
- g. Provide slab finishes as specified
- h. Provide slab flatness and levelness as specified
- i. Form, prep, place & finish all interior housekeeping pads
  - i. Coordinate size, layout, finishes, etc. prior to placing pad
- j. Form, prep, place & finish all exterior equipment pads
  - i. Coordinate size, layout, finishes, etc. prior to placing any pad
  - ii. Include Generator, Chiller and condensing units
- k. Furnish & install all pan stair concrete (treads & landings)
- l. Include all drilling and epoxy doweling as required for this scope
- m. Include infilling gap between cooler/freezer and adjacent Kitchen floor
- n. Furnish & install all reinforcing requirements for this scope of work
  - i. Include "re-entry bars" as required

- ii. Wire mesh to be provided in sheets; rolled stock is not permitted
- iii. Include vertical bars embedded in concrete foundations for masonry
- iv. Vertical and horizontal bar reinforcing and horizontal wire reinforcing for masonry walls will be furnished & installed under BP-04A Masonry
- o. Furnish & install all concrete related accessories to include, but not limited to, necessary supports, bolsters, chairs, below-grade insulation, vapor barrier & tape, expansion joint materials, zip-strip, void caps, chamfer strips, nosings, etc.
- p. Furnish & install all doweling requirements
  - i. Horizontal dowels to be "Speed Dowel" type at construction joints, whether indicated or not
  - ii. Dowels shall not be "wet set"
  - iii. Protect exposed dowels from damage
  - iv. Dowel bar substitutes shall be provided at formed walls, slabs, etc., whether indicated or not
- q. Install all embeds, weld-plates, angles, anchor bolts, etc. furnished by others designated for installation in concrete SOG
- r. Include all **layout** requirements for this scope of work
  - i. Building corners and benchmark provided by others
  - ii. Subcontractor is responsible for protecting, transferring and maintaining all staking installed by others; re-staking costs will be borne by Subcontractor
  - iii. Survey of anchor bolt and embed placement
    - 1. Notify Bordeaux Construction immediately if anchor bolts or embeds are found to be out of compliance
    - 2. Subcontractor shall be responsible for any required remedial work due to its work being installed incorrectly
- s. Point, patch & rub all exposed concrete surfaces
- t. Point & patch all hidden concrete surfaces; remove all form ties
- u. Furnish & install all grouting of base plates after columns are set and plumbed
  - i. Coordinate with Bordeaux Construction and BP-05A Steel prior to grouting
- v. Furnish & install mastic coating on all steel columns below grade as required prior to placing column block-out concrete
- w. Furnish & install all temporary shoring, bracing, work platforms, post shoring, etc. for all elevated concrete slabs (formed or on metal deck), beams, columns and walls:
  - i. Include all associated cost to provide delegated-design, engineering, submittals and submittals, etc.
  - ii. Furnish engineering calculations and drawings stamped and sealed by a Professional Engineer licensed in North Carolina
  - iii. Work platforms shall be left in place for use by other trades
  - iv. Coordinate removal with Bordeaux Construction
- x. Furnish & install rebar protective safety caps on all vertical reinforcing dowels and turn over to project
  - i. Provide **additional 300 safety caps** to Bordeaux Construction for anticipated loss and damage during the construction

- y. Unload and store on cribbage, dunnage or pallets all materials furnished under this bid scope
  - i. All materials must be clean, free of dirt and mud prior to installation
  - ii. All materials installed under this scope which require supplemental cleaning shall be Subcontractor's responsibility at no cost to the project

#### **Site Concrete**

- a. Excavate, form, prep, place & finish all exterior:
  - i. Concrete (CIP) seating walls
  - ii. Equipment pads
    - 1. Include generator, chiller, condenser and electrical transformer
    - 2. Coordinate size, layout, finishes, etc. prior to placing pads
  - iii. Finish exposed surfaces as required
- b. Include all requirements outlined within this bid scope
- c. Specific Exclusions:
  - i. Foundations for flag poles and exterior athletic equipment
  - ii. Exterior bollards
  - iii. Site concrete (sidewalks, ramps & steps, pavements, aprons, curb & gutter, etc.)
  - iv. Site light pole bases & electrical duct banks
  - v. Concrete pavers
  - vi. Concrete curbing and edging for play surfaces

#### **Termite Control**

- a. Provide complete termite and pest control services
  - 1. Protect treated areas from damage
  - 2. Include retreatment at no cost to project to restore areas left unprotected
- b. Provide all required warranties
- c. Provide service proposal for Owner consideration

#### **General Concrete Notes:**

- a. Provide concrete in compliance with specification and hot & cold weather concrete procedures:
  - i. Provide all necessary admixtures and additives to include, but not limited to, water reducing admixture, hot water, cold water, ice, retardant, super-plasticizer, air entrainment, fly ash, corrosion inhibitors, etc.
  - ii. Include all associated cost for surcharges, environmental fees, short loads, heated & chilled water, ice, etc. as part of this bid package
  - iii. Concrete mix designs shall be 100% Portland Cement (no fly ash) when associated with polished, stained and terrazzo concrete floor finishes
  - iv. Bid Schedule (Bid Manual--Section 5) is schematic in nature; Master Construction Schedule will be amended once Subcontractors are on board
  - v. Provide concrete blankets and/or temporary heat as required

- vi. Review weather procedures with Bordeaux Construction prior to each placement
- b. Inspections are required on this project
  - i. Refer to Specifications and Drawings for schedule of special inspections
  - ii. Coordinate with special inspector, testing agencies, local inspectors and/or Engineer of Record as may be required
  - iii. Include all associated cost to participate and support inspections
  - iv. Subcontractor shall be responsible for all costs (re-testing, corrective measures, repairs, etc.) at no additional cost to the project when its installation fails to meet compliance
  - v. Owner and Bordeaux Construction reserve the right to request additional testing in the event of significant or continual test failures
  - vi. Coordinate with Bordeaux Construction for scheduling of inspections
- c. Include all associated cost to participate in mock-ups as required to demonstrate aesthetic effects and set quality standards for materials and execution
  - i. Incorporate all work provided under this scope in mockup wall
  - ii. Include cost to construct footings for wall mockups as required
  - iii. Include vertical masonry dowels consistent with exterior wall construction
  - iv. Mockup is intended to show typical exterior wall construction of masonry wall, flashing details, brick, precast, and mortar colors, etc.
- d. Subcontractor is responsible for its temporary power requirements, including generator and fuel costs, until project temporary power is in place
- e. Subcontractor is responsible for all lighting requirements for its work
  - i. It is anticipated that slab placements may take place early in the morning in order to allow proper finishing of the slab
  - ii. Include light-plants as required to provide minimum lighting levels
  - iii. Include all associated costs for concrete plant to open and deliver concrete material outside of normal hours
- d. Subcontractor is responsible for all fabrication, delivery, storage, staging and handling (crane, pump, buggy) of materials required for its work
- h. Subcontractor is responsible for field verifying all floor drain elevations prior to concrete placement to ensure specified drainage requirements at met
  - i. Notify Bordeaux Construction and BP-22A Plumbing immediately in writing of any deficiencies or issues
  - ii. Remediation of incorrect drain elevations shall be borne by this Subcontractor at no cost to Bordeaux Construction
- i. Building pad (compacted, tested & rough-graded) will be turned over +/- 0.10' at **0'-8" BFF (8" below finish floor)**
- j. Provide all excavation, backfill and compaction requirements for this work
  - i. Consolidate all excavation spoils and excess soil material to a central point as directed by Bordeaux Construction for removal by BP-31A Site Turnkey
  - ii. Include all associated cost to re-compact soil subgrade within the building pad "footprint" prior to continuing preparation for placement of granular fill below SOG

1. Each trade working within the building pad is responsible for proper backfill and compaction of its work; however, BP-03A should anticipate some compaction work as part of its SOG preparation
  - iii. Include all associated cost to backfill interior-side of foundations and walls as part of its preparation for SOG work
- l. Submit construction joint layout plan prior to each placement. Saw cut joints within time frames as specified in the contract documents or as required by ACI 301.
  - i. Review and coordinate CJ layout with BP-09I Resin Terrazzo
- m. Water is anticipated to be available at the site; coordinate requirements with Bordeaux Construction and BP-31A Site Turnkey
- n. Coordinate exterior door transitions with aluminum door and overhead door contractors to ensure positive drainage from building and that troweled finish to broomed finish transition occurs under door frame. Include saw cut and/or removal and replacement of any concrete that does not occur under a frame or threshold (i.e., troweled finishes visible from the exterior will not be accepted)
- o. Coordinate concrete finish (broom, float, trowel, etc.) and curing method with Bordeaux Construction prior to each placement
- p. Concrete slabs shall be cured using either the moisture curing method or moisture retaining cover curing method listed in the specifications
  - i. A curing compound may be allowed if it is determined compatible with specified floor finish (resilient, polished, stained, sealed, terrazzo) systems
  - ii. Obtain written authorization from Bordeaux Construction before using any membrane-forming curing compound
  - iii. No additional compensation will be allowed for use of a moisture curing method in lieu of a curing compound
- q. All concrete shall be shipped within and shall maintain specified temperatures throughout the approved placement and curing time allotments specified in the Contract Documents at no additional cost to Bordeaux Construction. Delaying concrete placements to avoid controllable concrete temperature placements is not acceptable means and methods.
- r. Subcontractor is responsible for the strength of concrete as determined by specimens taken at point of discharge or sampling in accordance with all applicable ACI and ASTM standards and specifications for sampling, curing and testing:
  - i. Actual records of Subcontractor's Ready Mix Vendor's delivery performance shall be kept with copies furnished to Bordeaux Construction
  - ii. If said concrete does not achieve design strength or Owner's acceptance, Subcontractor will be responsible for all costs of removing, testing and retesting, replacing and/or shoring said concrete
- s. Bordeaux Construction will not be responsible for payment of defective concrete, returned concrete not in-compliance with approved submittals, short-loads, minimum load requirement charges, weekend or after-hour concrete placements requirements, environmental fees or chargers, fuel surcharges, concrete delivered without inspection approvals for work to be placed, or returned deliveries which were not coordinated with Contractor

- t. Excavate to design foundation bottom elevation and obtain approval of subgrade conditions from Geotechnical Engineer (testing by owner)
  - i. Care shall be taken to coordinate concrete placement to avoid exposure to weather
  - ii. Contractor shall include all costs to remove reinforcing steel, form footings/slabs and/or any remediation of any subgrades exposed to water
  - iii. No additional cost shall be paid for work to remove and replace subgrade deemed unsuitable due to not being protected
    - 1. At Subcontractor’s option and at no additional expense to the project, placement of a mud mat may be utilized to protect subgrade
- u. Include all “local” dewatering measures as required to prosecute this work
- v. Protect all slab edges from spalling; formwork may be left in place for this purpose
- w. Slab-on-grade is anticipated to be placed prior to steel being erected
  - i. Form column blockouts prior to placing slab
  - ii. Include “stay form” or other leave-in-place form on the inside of the form to allow form to be stripped and prevent stone from “sloughing” into the column block-out area
  - iii. Install column block-out covers for OSHA compliance immediately after slab placement
  - iv. Coordinate removal with Bordeaux Construction
- x. Concrete foundations shall be cleaned and made ready for BP-04A Masonry
  - i. Notify Bordeaux Construction and BP-04A for inspection
  - ii. **Subsequent cleaning shall be by BP-04A Masonry**
- z. Include saw cutting of edges to square, neaten, clean, etc. as required prior to placing concrete abutting existing concrete

**8. Allowances**

Use of any allowance shall be as directed by Bordeaux Construction and supported with sufficient documentation as required. Any work performed without prior written authorization will be considered as a requirement to complete the scope of work in this bid package and at no cost to the project

Include as **Allowances for designated scope and quantity**, installed as directed by Bordeaux Construction and shall be based upon indicated Quantities and Unit Prices:

**Allowances #1 thru #5** as indicated:

#1--Unsuitable soils (Trench) remove & dispose <b>OFF-SITE</b>	<b>100 CY</b>
#2--Replacement of unsuitable soils (Trench) with select import fill	<b>100 CY</b>
#3--Replacement of unsuitable soils (Trench) with #57 stone	<b>100 CY</b>
#4—Flowable Fill	<b>50 CY</b>
#5--Crushed Stone (NCDOT ABC)	<b>200 CY</b>

- a. Allowances shall include all associated cost for purchase of materials, transportation, placement, compaction and quantity verification



- b. Allowances to include all requirements outlined within this bid package

**Include all stated allowances as outlined within this bid scope  
Unit Prices will correspond with respective quantity allowances**

- 9. Wash out all concrete materials at designated location; see Site Logistics Plan
  - a. Maintain washout as necessary; removal of concrete rubble by BP-31A Site Turnkey
  - b. General waste construction container is not suitable for concrete waste disposal
- 10. Inspect all conditions for suitability to receive work under this scope prior to starting work
  - a. Advise Bordeaux Construction immediately in writing of any deficiencies or issue
  - b. Commencement of work guarantees acceptance of conditions
- 11. Include all necessary crews and equipment as required to facilitate construction progress
  - a. Separate crews are required for concurrent foundation and SOG prep work
- 12. Furnish all supplemental lighting and power as required for this scope
- 13. Pricing is firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

- 1. Joint filler (BP-07D)
- 2. Grouting of masonry and hollow metal frames (BP-04A)
- 3. Foundation drains for building, site walls, etc. (BP-31A)
- 4. Site Concrete (sidewalks, pavements, curb & gutter, bollards, dumpster pad, etc.) (BP-31A)
- 5. Site light pole bases, duct banks, etc. (BP-26A)
- 6. Cast Stone Masonry (BP-04)
- 7. Foundations for flagpoles and exterior athletic equipment (BP-11D)

**UNIT PRICES**

<b>UP-01</b>	Unsuitable soils (Trench) remove and dispose <b>OFF-SITE</b>	<b>\$ / CY</b>
<b>UP-02</b>	Replacement of unsuitable soils (Trench) with select import fill	<b>\$ / CY</b>
<b>UP-03</b>	Replacement of unsuitable soils (Trench) with #57 stone	<b>\$ / CY</b>
<b>UP-04</b>	Replacement of unsuitable soils (Trench) with flowable fill	<b>\$ / CY</b>
<b>UP-05</b>	Crushed Stone (NCDOT ABC)	<b>\$ / CY</b>

**ALTERNATES**

Not Applicable



Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 04A - Turnkey Masonry**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Section 018317 Exterior Building Enclosure  
Air Barrier Requirements (as it applies to this scope)

Division 03 – Concrete (as it applies to this scope)

Section 034500 Precast Architectural Concrete

Division 04 – Masonry

Section 042000 Unit Masonry

Section 047200 Cast Stone Masonry

Division 05 – Metals (as it applies to this scope)

Division 07 – Thermal and Moisture Protection (as it applies to this scope)

Section 072100 Thermal Insulation

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds may be required for this bid scope:
  - a. Bordeaux Construction utilizes a Subcontractor Default Insurance (SDI) program for bonding subcontractors in lieu of requiring individual Payment & Performance Bonds
  - b. Base Bid assumes Bidder will qualify for participation in the SDI program; therefore, cost of payment and performance bonds are **not** to be included in the base bid price



- c. If Bidder does not qualify for or cannot participate in the SDI program, Bidder shall provide payment and performance bonds with reimbursement of cost based upon actual invoice. Failure to provide an invoice will result in a maximum reimbursement of 1% of the cost of work.
2. BP-01 General Inclusion items as applicable to complete Work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
5. Complete masonry installation as outlined in the construction documents and within this scope package to include all insurances and taxes
6. Dispose of all trash and general waste materials in dumpster provided by Bordeaux Construction (BCC)
  - a. Masonry units, brick, mortar, grout and concrete waste material shall not to be disposed of in general construction debris dumpster
  - b. Consolidate all masonry rubble to a central point for removal under this bid scope
7. The following is a general outline of the items specifically included, but not limited to, in this bid scope:
  - a. **Furnish and install**, complete:
    - i. All CMU regardless of size, shape and location
    - ii. All masonry lintels and bond beams
    - iii. All brick regardless of size, shape and location
    - iv. All precast and cast stone regardless of size, shape and location
    - v. All masonry veneers (brick, stone, manufactured stone)
    - vi. All below-grade dampproofing on masonry
    - vii. All perimeter and cavity wall insulation (board, rock wool, etc.)
    - viii. All perimeter thru-wall flashing
    - ix. All grout fill
    - x. All CMU vertical and horizontal rebar and horizontal wire reinforcing
    - xi. All masonry and veneer accessories (flashings, weeps, vents, cavity flashings, mortar net, brick ties, rebar supports & spacers, adhesives, primers, seam tapes, lath, sealers, cleaners, water-resistive barrier, etc.)
    - xii. All masonry sand, regular mortar, colored mortar, dry-block, etc. as required by specification
    - xiii. All weld-on anchors and fasteners required to secure masonry to structural steel, unless otherwise noted
    - xiv. All temporary bracing of masonry walls and hollow metal frames
    - xv. All epoxy drilling & doweling as required by this scope
    - xvi. All masonry cleaning requirements
    - xvii. All re-pointing as required

- xviii. Include all masonry, brick veneer and architectural precast requirements for site retaining walls, benches, seats, planters, etc.
- xix. All Allowances and Unit Prices as outlined within this bid scope**
- b. **Install only**, materials furnished by others, for inclusion in masonry walls:
  - i. All hollow metal frames
  - ii. All miscellaneous metals to include angles, lintels, bearing plates, embeds, anchors, steel window supports, grouting, etc.
    - 1. Include prefabricated canopy/awning thru-wall attachments
    - 2. Steel bolted to CMU for structural support of decking and brick, bridging, bracing, kickers, etc. will be furnished & installed by BP-05A
  - iii. Include all associated cost to receive, unload, store, transport, stage, handle, install, brace, etc. all materials furnished for installation under this bid scope
  - iv. Include all necessary hoisting equipment, drills, drill bits, epoxy, anchors, fasteners etc.
- c. **Furnish only** materials:
  - i. Provide all required brick ties to BP-09A GWB for installation
    - 1. Coordinate layout and pattern as required
  - ii. Supplemental ties that may be required will be installed under this bid scope
- d. All **layout requirements** to complete this scope:
  - i. All masonry walls on footings; footings constructed by others
  - ii. All Vertical and Horizontal control
  - iii. All embeds, doors & window frames, etc. in masonry walls
  - iv. Notify BCC immediately of any discrepancies from Contract Documents
- e. Provide cranes of sufficient size to load and supply work areas with materials from exterior of building as required
  - i. Refer to Site Logistics Plan (Bid Manual—Section 5) for proposed pad locations; final locations will be coordinated in the field
- f. Include all associated cost to temporary brace CMU walls over 18' AFF
  - i. Submit detailed wall bracing plan for approval by Bordeaux Construction
  - ii. Brace walls to Masonry Institute standards:
    - 1. Bracing shall be designed for a maximum 40 MPH sustained wind speed
    - 2. Install minimum two braces per 25-foot wall panel width
    - 3. Bracing System Basis of Design is "Hog Leg Wall Bracing" by EZG Mfg.
    - 4. All walls over 18' height shall be braced
    - 5. Furnish & install concrete deadmen for external bracing
  - iii. Establish, secure and maintain "Restrictive Fall Protection Zone"
  - iv. Slabs-on-grade are finished products; any interior bracing shall utilize non-destruction means to prevent damage to the SOG or its surface
  - v. Remove bracing as directed by Bordeaux Construction
  - vi. Remove wall embeds and repair walls as required
- g. Include all associated cost to protect floors from damage during construction
  - i. Provide protective barrier (Tyvek or equal) over the entire floor with plywood protection in all areas scheduled to receive sealed and/or polished finish
    - 1. Sand is not an acceptable method of floor protection
  - ii. Ensure floor protection is in place before construction staging begins

- iii. Maintain floor protection during prosecution of this work; remove upon completion
- iv. Clean floors to remove all mortar residue, mortar staining, grout, etc.
- h. Include all associated cost for cold weather masonry requirements
  - i. Include concrete blankets, temporary enclosures, temporary heat, etc.
  - ii. Review cold weather procedures with BCC prior to implementing
- i. Include all associated cost to participate in mock-ups as required to demonstrate aesthetic effects and set quality standards for materials and execution
  - i. Incorporate all work provided under this scope in mockup wall
  - ii. Mockup is intended to demonstrate quality control as well as scope coordination at air barrier/flashing transitions of typical exterior wall construction of masonry wall construction, precast, manufactured stone veneer, flashing details, brick, and mortar colors, etc.
- j. Include all associated cost to maintain protective rebar caps on all vertical reinforcing
  - i. 300 additional caps will be provided by BP-03A to supplement anticipated loss or damage during the course of construction
  - ii. Reinforcing caps required above these requirements shall be furnished, installed and maintained under this bid scope at no cost to the project
- k. Include all cost associated with demonstration of specification compliance
  - i. Perform quality control testing as required in advance of Owner-provided Third-Party testing
  - ii. Subcontractor shall be responsible for all costs (re-testing, corrective measures, repairs, etc.) when its installation fails to meet compliance at no additional cost to the project
  - iii. Owner and Bordeaux Construction reserve the right to request additional testing in the event of significant or continual test failures
  - iv. Coordinate with Bordeaux Construction for scheduling of inspections
- l. Include all temporary power requirements, including generator and associated fuel costs, for this scope of work
- m. Furnish & install bracing of hollow metal frames
  - i. Install spreader bracing at third-points within frames to ensure frames are installed "square" and "plumb"
  - ii. Slabs-on-grade are finished products; bracing shall utilize non-destruction means to prevent damage to the SOG or its surface
  - iii. Remove bracing as directed by Bordeaux Construction
- n. Furnish & install all hollow metal frame grouting requirements
  - i. Large frames to be provided with grout pocket covers; replace grout pocket covers after grouting
  - ii. Bondo repair work on frames provided by others
- o. Provide bullnose CMU as required; grind a bullnose if not available in manufactured shape
- p. When colored mortar is specified, mortar shall consist of natural sand and colored mortar as selected by Architect. White sand or white cement would be added as a cost change

- q. Scaffold erection shall be coordinated with Bordeaux Construction to maintain safe access for all subcontractors. Include all covered walkways beneath scaffold systems as required or as directed by BCC
- r. All control joints to be left clean and free of mortar for caulking under BP-07D
- s. All CMU masonry shall be rubbed, pointed and cleaned, ready for paint
  - i. After point up is complete, notify Bordeaux Construction of suitability to proceed with blockfill and 1<sup>st</sup> coat
  - ii. After block fill and 1<sup>st</sup> coat of paint and after permanent lights, Bordeaux Construction will punch list CMU walls prior to final paint
  - iii. A separate point up crew shall be provided if masonry work is ongoing to allow point up to proceed without impacting masonry progress
- t. Clean all exterior masonry façade; coordinate use of chemical cleaning agents with Bordeaux Construction prior to beginning cleaning activities to ensure compatibility with brick, precast, CMU, manufactured stone, canopy, windows, etc.
  - i. Protect adjacent finished surfaces from damage
- u. Remove grout and mortar residue and film from metal frames (tops, edges and surfaces)
- v. Include all dewatering as required for this scope
- w. Include cleaning of all concrete surfaces to receive masonry as required; cleaning includes local dewatering and mud, dirt and debris removal

**8. Unit Price Material Allowances**

Subcontractor shall prepare its base bid on the following Unit Price Material Allowances:

- UC-1 Face Brick Color #1:** Fifteen Hundred dollars (**\$1,500**) per thousand
- UC-2 Face Brick Color #2:** Fifteen Hundred dollars (**\$1,500**) per thousand

- a. Unit Price excludes special shapes, pallet and cover costs
- b. Allowance shall include delivery FOB job-site and all required taxes, less applicable trade discounts
- c. Labor, equipment, associated materials, accessories, OH&P, etc. are to be included in base bid amount
- d. Include all requirements outlined within this bid package
- e. Contract Sum will be adjusted to reflect cost of brick (material only) selected in accordance with General Conditions
- f. Subcontractor shall submit material receipts to verify cost and quantity used, and shall initiate Change Order process. Adjustment will be based upon agreed quantity of materials installed and not on quantities delivered or invoiced

**9. Allowances**

Use of any allowance shall be as directed by Bordeaux Construction and supported with sufficient documentation as required. Any work performed without prior written authorization will be considered as a requirement to complete the scope of work in this bid package and at no cost to the project



Include an **Allowance for designated scope and quantity**, installed as directed by Bordeaux Construction and shall be based upon indicated Quantities and Unit Prices:

**Allowance #1: Remove & Restore CMU per unit face; 500 each**

- a. Allowance is associated with the removal and restoration of CMU  
Associated with the installation of missed trade rough-in
- b. Allowance includes all associated costs, OH&P, etc.
- c. Include all requirements outlined within this bid package

**Include all stated allowances as outlined within this bid scope  
Unit Prices will correspond with respective quantity allowances**

- 10. Special Inspections are required on this project
  - a. Refer to Specifications and Drawings for schedule of special inspections
  - b. Coordinate with special inspector, testing agencies, local inspectors and Engineer of Record as may be required
  - c. Include all associated cost to participate and support inspections
  - d. Subcontractor shall be responsible for all costs (re-testing, corrective measures, repairs, etc.) at no additional cost to the project when its installation fails compliance
  - e. Owner and Bordeaux Construction reserve the right to request additional testing in the event of significant or continual test failures
  - f. Coordinate with Bordeaux Construction for scheduling of inspections
  - g. Perform quality control testing to demonstrate compliance with contract documents in advance of inspections and 3rd-party testing
- 11. Forklifts will not be allowed on finished slab-on-grade areas:
  - a. Feed materials from the exterior
  - b. Utilize pallet jacks to feed materials on finished slab areas where feeding from exterior is not feasible
  - c. Scissor lifts and other non-marking equipment may be allowed upon review of Subcontractor's erection plan with BCC and receipt of written authorization thereof
- 12. Wash out all concrete materials at designated location; see Site Logistics Plan
- 13. Include all necessary crews and equipment as required to facilitate construction progress
- 14. Pricing firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

- 1. Caulking & sealing of masonry control joints
- 2. Air Barrier (Fluid-Applied Membrane and Sprayed Foam)
- 3. Firestopping
- 4. Waterproofing
- 5. Expansion Joint Cover Assemblies (BP-07D), unless otherwise noted above

**UNIT PRICES**

<b>UC-1</b>	Brick Color #1	<b>\$1,500</b> per thousand
<b>UC-2</b>	Brick Color #2	<b>\$1,500</b> per thousand

**UP-01**

Remove & Restore CMU Face

\$\_\_\_\_\_/each

**ALTERNATES**

Not Applicable

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 05A - Turnkey Steel**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 05 – Metals

Section 051200	Structural Steel Framing	
Section 051213	Architecturally Exposed Structural Steel Framing	
Section 052100	Steel Joist Framing	
Section 053100	Steel Decking	
Section 054000	Cold-Formed Steel Framing - Structural	(as it applies)
Section 055000	Metal Fabrications	
Section 055100	Metal Stairs	
Section 055133	Metal Ladders	
Section 055213	Pipe & Tube Railings	

Division 09 – Finishes

Section 099100	Painting	(as it applies to this scope)
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All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds may be required for this bid scope:
  - a. Bordeaux Construction utilizes a Subcontractor Default Insurance (SDI) program for bonding subcontractors in lieu of requiring individual Payment & Performance Bonds

- b. Base Bid assumes Bidder will qualify for participation in the SDI program; therefore, cost of payment and performance bonds is **not** to be included in the base bid price
  - c. If Bidder does not qualify for or cannot participate in the SDI program, Bidder shall provide payment and performance bonds with reimbursement of cost based upon actual invoice. Failure to provide an invoice will result in a maximum reimbursement of 1% of the cost of work.
2. BP-01 General Inclusion Items as applicable to complete Work
  3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
  4. This project will utilize Building Information Modeling to facilitate the preparation of coordinated shop drawings. Participation in the BIM model is a requirement of this bid package. Reference Bid Package BP-01 General Inclusions and Exhibit M (Bid Manual Section 07) for detailed BIM requirements for this project.
  5. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
    - a. OSHA Safety measures shall be required and implemented
    - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
  6. Complete installation as outlined in the construction documents and within this scope package to include all insurances and taxes
  7. Dispose of all trash and waste materials in dumpster provided by Bordeaux Construction
  8. The following is a general outline of the items specifically included, but not limited to, in this bid scope:
    - a. **Turnkey Steel** (fabrication, delivery & Installation)
      - i. All structural steel including, but not limited to:
        1. Verification of base plates and embeds prior to steel and joist erection
        2. Steel columns, beams, lintels, anchor bolts
        3. Corrugated steel decking for elevated slabs and roofs
        4. Joists and girders
      - ii. Include shop welding studs to beams as required
    - b. **Turnkey Miscellaneous Metals** (fabrication, delivery & installation)
      - i. All interior & exterior metal stairs, railings, ladders, catwalks, etc.
      - ii. All framed roof openings
        1. Coordinate size & layout with BP-23A HVAC and BP-07C Roofing
      - iii. All interior and exterior handrails and guards
        1. Include site requirements for walks, ramps, retaining walls, etc.
      - iv. All steel framing & support for overhead coiling doors, grilles & shutters
        1. Include plate material as required
      - v. All steel material bolted to CMU for bridging, deck support, wall bracing, brick shelf angles, etc.
      - vi. All masonry lintels welded to steel (columns, bearing plates, etc.)
      - vii. All steel tube framing, steel channels and bent plate



- viii. All core drilling and grouting requirements for this scope
  - ix. All drill & epoxy anchor requirements for this scope
  - x. All below-grade coatings for this scope
  - xi. All steel framing & supports for operable partitions
    - 1. Include shop-drilling holes for partition attachment
- c. Furnish only all Miscellaneous Metals**
- i. Anchor bolts
  - ii. Loose embeds (walls & floors)
    - 1. Include embeds for elevator guide rails as required
  - iii. Loose masonry lintels, brick shelf angles and lintels bearing on embeds
  - iv. Angle frames and supports for countertops
  - v. Metal bollards and collapsible bollards
  - vi. Abrasive nosings
  - vii. Elevator sump pit frame and grates
  - viii. Elevator door frames and encasements
  - ix. Loose angles bolted to metal framing; pre-drill holes (e.g., 3/4.1.1)
  - x. Coordinate delivery of furnished-only materials with Bordeaux Construction
- d. All delegated-design requirements for this scope of work**
- i. Include all associated cost to provide design, engineering, shop drawings & submittals, etc.
  - ii. Furnish engineering calculations and drawings stamped and sealed by a Professional Engineer licensed in North Carolina
- e. Additional Requirements**
- i. Furnish & install safety cable system at 2<sup>nd</sup> level SOMD edges and SOMD openings
  - ii. All steel columns, beams, joists, deck, tube members, lintels, bent plates, cross bracing, decking, girders, channels, accessories, etc. to be furnished and installed unless specifically noted otherwise in this bid scope
  - iii. All steel exposed or visible to the exterior (lintels, bollards, railings, stairs, ladders, sill, jamb & head supports for windows and doors, etc.) shall be galvanized, whether shown or specified otherwise
  - iv. Metal decking scheduled to receive painted finish must not be passivated
  - v. Include all sales tax requirements
  - vi. All ladders shall be galvanized, whether shown or specified otherwise
  - vii. Subcontractor shall be responsible for the substrate finish of any exposed steel, stair, railing, ladder, etc. provided under this scope.
    - 1. Intent is to remediate any nick, ding, burr or other damage resulting from manufacturing, delivery, handling and installation to provide a smooth, uniform exposed surface ready to receive specified finish
    - 2. Remediation includes grinding, sanding, Bondo, etc.
    - 3. Coordinate with Bordeaux Construction for scheduling this work
  - viii. Include all cost associated with participation in mock-ups as required to demonstrate aesthetic effects and set quality standards for materials and execution
    - 1. Incorporate all work provided under this scope in mock-up wall

- ix. All materials furnished under this bid scope shall be unloaded, staged and stored on cribbage, dunnage or pallets
    - 1. All materials must be clean, free of dirt and mud prior to installation
    - 2. All materials installed under this scope which require supplemental cleaning shall be Subcontractor's responsibility at no cost to project
    - 3. All materials shall be protected from weather
  - x. Include cleaning of all surfaces to receive structural steel as required; cleaning includes local dewatering and mud, dirt and debris removal
  - xi. All fabrication and/or galvanizing holes in tube and pipe members exposed to weather shall be permanently sealed
9. Inspections are required on this project
- a. Refer to Specifications and Drawings for schedule of special inspections
  - b. Coordinate with special inspector, testing agencies, local inspectors and Engineer of Record as may be required
  - c. Include all associated cost to participate and support inspections
  - d. Subcontractor shall be responsible for all costs (re-testing, corrective measures, repairs, etc.) at no additional cost to the project when its installation fails compliance
  - e. Owner and Bordeaux Construction reserve the right to request additional testing in the event of significant or continual test failures
  - f. Coordinate with Bordeaux Construction for scheduling of inspections
  - g. Perform quality control testing to demonstrate compliance with contract documents in advance of inspections and 3rd-party testing
10. Concrete floors are finished products; scissor lifts and other non-marking equipment may be allowed upon review of Subcontractor's erection plan with Bordeaux Construction and receipt of written authorization thereof
11. Include all necessary crews and equipment as required to facilitate construction progress
12. Pricing firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

- 1. Pre-engineered aluminum canopies (BP-07C)
- 2. Temporary CMU bracing (BP-04A)
- 3. Downspout boots (BP-07C)
- 4. Elevator rails and ladder (BP-14A)

**ALLOWANCES**

Not Applicable

**UNIT PRICES**

Not Applicable

**ALTERNATES**

Not Applicable

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 07B – Sprayed Foam Air Barrier**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR’S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Section 018317 Exterior Building Enclosure Air Barrier Requirements

Division 07 – Thermal and Moisture Protection

Section 072736 Sprayed Foam (SPF) Air Barrier

Section 078426 Thermal Barriers for Plastics

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds may be required for this bid scope:
  - a. Bordeaux Construction utilizes a Subcontractor Default Insurance (SDI) program for bonding subcontractors in lieu of requiring individual Payment & Performance Bonds
  - b. Base Bid assumes Bidder will qualify for participation in the SDI program; therefore, cost of payment and performance bonds is **not** to be included in the base bid price
  - c. If Bidder does not qualify for or cannot participate in the SDI program, Bidder shall provide payment and performance bonds with reimbursement of cost based upon actual invoice. Failure to provide an invoice will result in a maximum reimbursement of 1% of the cost of work.
2. BP-01 General Inclusion Items as applicable to complete Work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the

latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible

4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
5. Complete installation as outlined in the Construction Documents and within this scope package to include all insurances and taxes
6. The following is a general outline of the items specifically included, but not limited to, in this bid scope:
  - a. Furnish all labor, material, equipment, accessories, etc. to make a complete installation of all **Sprayed Polyurethane Foam Insulation System** requirements:
    - i. Prepare, clean, treat, etc. substrate in accordance with manufacturer's written instructions
      1. Include all sheathing joint preparation, tape and sealing
      2. Include foam stops and screeds as required
      3. Include foam stops at all wall openings
      4. Include cleaning of brick ties, face of girts and spacers to remove insulation overspray
    - ii. Furnish & install connections and transition membranes to prevent air leakage in the building envelope
      1. Include Peel & Stick flashing and detailing at all wall joints, openings, penetrations, girts and spacers
      2. Wrap all wall openings completely (jambs, sills & heads)
    - iii. Include all cost associated with participation in exterior integrated mock-ups as required to demonstrate performance and set quality standards for materials and execution
      1. Include cost for any generator to power equipment on mockups
      2. Incorporate all work provided under this scope in mockup wall
    - iv. Include all temporary power, including generator and fuel costs, for this scope of work
    - v. Include six (6) 200 square foot "froth packs" in base bid amount; turn over to Bordeaux Construction for use by other trades to patch sprayed foam
  - b. Provide all **thermal barrier (SFRM)** requirements associated with exposed SPF materials as an allowance noted within this scope
  - c. Properly dispose of all chemicals, empty containers & packaging, product residues, etc. off-site as part of this scope. Said waste material shall not be disposed of in general construction debris dumpster
  - d. Furnish, install, maintain and remove temporary measures for confinement of spraying operations, protection of adjacent surfaces, protection from environment and prevention of product deterioration due to weather and/or unfavorable ambient conditions; immediately remove all overspray as required
  - e. Include all cost associated with demonstration of specification compliance to include associated repairs

- i. Subcontractor shall be responsible for all costs (initial testing, re-testing, corrective measures, repairs, etc.) at no additional cost to the project when its installation fails to meet compliance
- ii. Owner and Bordeaux Construction reserve the right to request additional testing in the event of significant or continual test failures
- iii. Coordinate with Bordeaux Construction (BCC) for scheduling of inspections
- f. Subcontractor is responsible to attend Preconstruction Meeting, Pre-installation Meeting and complete its installation associated with the integrated mockup wall **prior to** start of work
- g. Subcontractor acknowledges its work will be performed at different times and has include all associated cost to complete the Work as directed by BCC

**7. Allowances**

Use of any allowance shall be as directed by Bordeaux Construction and supported with sufficient documentation as required. Any work performed without prior written authorization will be considered as a requirement to complete the scope of work in this bid package and at no cost to the project

Include an **Allowance for thermal barrier (SFRM)**, installed as directed by Bordeaux Construction, and shall be based upon indicated Quantities and Unit Prices:

- i. Provide thermal barrier for exposed SPF materials as outlined within the specifications
- ii. Include all requirements within this bid package
- iii. **Allowance #1, include 1,500 SF**

**Include all stated allowances as outlined within this bid scope  
Unit Prices will correspond with respective quantity allowances**

- 7. Inspections are required on this project
  - a. Refer to Specifications and Drawings for schedule of special inspections
  - b. Coordinate with special inspector, testing agencies, local inspectors and/or Engineer of Record as may be required
  - c. Include all associated cost to participate and support inspections
  - d. Subcontractor shall be responsible for all costs (re-testing, corrective measures, repairs, etc.) at no additional cost to the project when its installation fails compliance
  - e. Owner and Bordeaux Construction reserve the right to request additional testing in the event of significant or continual test failures
  - f. Coordinate with Bordeaux Construction for scheduling of inspections
- 8. Pricing firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

- 1. Thru-wall flashings for masonry, windows and doors
- 2. Fluid-applied air barrier system

**UNIT PRICES**

**UP-01** Thermal Barrier \$ \_\_\_\_\_/SF

**ALTERNATES**

Not Applicable



Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 07C - Roofing**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, sales taxes, insurances, and punch list, closeout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Section 018317 Exterior Building Enclosure  
Air Barrier Requirements (as it applies to this scope)

Division 06 – Wood, Plastics & Composites

Section 061000 Rough Carpentry (as it applies to this scope)

Division 07 – Moisture & Thermal Protection

Section 072100 Thermal Insulation (as it applies to this scope)

Section 075423 Thermoplastic Polyolefin (TPO) Roofing

Section 076200 Metal Flashing & Trim

Section 077100 Roof Specialties

Section 077200 Roof Accessories

Section 079200 Joint Sealants (as it applies to this scope)

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds may be required for this bid scope:
  - a. Bordeaux Construction utilizes a Subcontractor Default Insurance (SDI) program for bonding subcontractors in lieu of requiring individual Payment & Performance Bonds

- b. Base Bid assumes Bidder will qualify for participation in the SDI program; therefore, cost of payment and performance bonds is **not** to be included in the base bid price
  - c. If Bidder does not qualify for or cannot participate in the SDI program, Bidder shall provide payment and performance bonds with reimbursement of cost based upon actual invoice. Failure to provide an invoice will result in a maximum reimbursement of 1% of the cost of work.
2. BP-01 General Inclusion Items as applicable to complete Work
  3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
  4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
    - a. OSHA Safety measures shall be required and implemented
    - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
  5. Furnish all necessary and required waste containers (dumpsters) for this scope
  6. Complete roofing systems as outlined in the construction documents and within this scope package
  7. The following is a general outline of the items specifically included, but not limited to, in this bid scope:
    - a. Furnish all labor, materials, equipment, anchors, fasteners, caulking and sealants and other accessories as required to make a complete installation of:
      - i. All TPO roof system assemblies
      - ii. All metal roof systems
        1. Include touch-up paint as required
        2. Include all snow guards as specified
      - iii. All roof accessories (roof hatch, splash blocks, walk pads, etc.)
        1. Roof hatches to include ladder safety post and safety railings
        2. Include protective membrane under piping & conduit supports
        3. Include protective roof walk pads
        4. Include roof expansion joints
        5. Include roof vents & smoke hatches
      - iv. All rigid insulation, tapered insulation, crickets, cover boards, etc.
      - v. All sheetmetal flashings & trim (gutters, fascia, downspouts, scuppers, collector heads, copings, etc.)
        1. Include color selection from manufacturer's standard colors
        2. Include all counterflashing into receiver flashing as part of this scope
        3. Provide metal protection from galvanic action as specified where dissimilar metals will contact each other
        4. Furnish only masonry wall receiver flashing for stepped thru-wall flashing and/or reglet roof flashing for installation by BP-04 Turnkey Masonry
      - vi. All flashings for vent pipe, HVAC pipe supports, electrical penetrations, etc.

1. Provide pitch pocket in lieu of boot style flashing detail for multiple small conduit penetrations as required for control/power wiring to electrical supports for roof mounted HVAC equipment
    - vii. All caulk and sealant requirements as it applies to this scope
    - viii. All vapor barrier requirements as it applies to this scope
    - ix. All Air Barrier requirements as it applies to this scope
    - x. All wood blocking and nailable surfaces for attachment of membrane, copings, gutters, downspouts, etc.
      1. Include full-width spacers for anchoring wood nailers to tops of walls thru board insulation; spacers located maximum 24" on center; insulation thickness shall match thickness of wood spacer
      2. Include wood nailers to support equipment curbs, roof hatches, etc.
        - a. Include wood blocking in deck flutes as required
    - xi. Install all roof drains provided by BP-22A Plumbing
      1. Include cutting of deck, installing drain pan and roof drain, set ready for connection by BP-22A Plumbing
    - xii. Include temporary roof at all roof expansion joints to make a weathertight condition until permanent roof expansion joints can be installed
  - b. Include all cost associated with participation in mock-ups as required to demonstrate aesthetic effects and set quality standards for materials and execution
    - i. Incorporate all sheetmetal work (parapet cap, fascia, trim, coping caps, corners, flashings, etc.
    - ii. Incorporate all work provided under this scope in mock-up wall
  - c. Sweep roof prior to inspection; remove all loose materials, roof related or not
    - i. Protect roof surface from discoloration, staining and penetration resulting from metal cuttings and other objects generated during course of this work
    - ii. Remove all stains and discoloration prior to inspections
  - d. Prefinished coping to include welded, pre-manufactured corners as specified
    - i. Field made or riveted corners are not acceptable
    - ii. Include field measuring to adjust for deviations in wall thickness and alignment
  - e. Include all associated cost to **assist and support** 3<sup>rd</sup>-Party spray testing conducted by Owner
8. Inspections are required on this project
  - a. Refer to Specifications and Drawings for schedule of special inspections
  - b. Coordinate with special inspector, testing agencies, local inspectors and/or Engineer of Record as may be required
  - c. Include all associated cost to participate and support inspections
  - d. Subcontractor shall be responsible for all costs (re-testing, corrective measures, repairs, etc.) at no additional cost to the project when its installation fails compliance
  - e. Owner and Bordeaux Construction reserve the right to request additional testing in the event of significant or continual test failures
  - f. Coordinate with Bordeaux Construction for scheduling of inspections
9. Include all necessary crews and equipment as required to facilitate construction progress
10. Pricing is firm, not subject to escalation for duration of project



**SPECIFIC EXCLUSIONS**

1. Air barrier (fluid-applied and sprayed foam insulation) systems
2. Cast Iron downspout boots

**ALLOWANCES**

Not Applicable

**UNIT PRICES**

Not Applicable

**ALTERNATES**

Not Applicable

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 07D - Caulk & Sealants**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, punch list, closeout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 07 – Moisture & Thermal Protection

Section 071300 Sheet Waterproofing

Section 078400 Firestopping (as it applies to this scope)

Section 079200 Joint Sealants

Section 079513 Expansion Joint Cover Assemblies (as it applies)

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds are **not** required for this bid scope:
2. BP-01 General Inclusion Items as applicable to complete Work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)

5. Complete installation as outlined in the construction documents and within this scope package to include all insurances and taxes
6. Dispose of all trash and waste materials in dumpster provided by Bordeaux Construction
7. The following is a general outline of the items specifically included, but not limited to, in this bid scope:
  - a. Furnish all labor, material, equipment, backer rod, accessories, etc. to make a complete installation of all **caulking and sealant** requirements:
    - Exterior Joints: Vertical surfaces & horizontal non-traffic surfaces
    - Exterior Joints: Horizontal traffic surfaces
    - Interior joints: Vertical surfaces & horizontal non-traffic surfaces
    - Interior Joints: Horizontal traffic surfaces
    - Fire-rated joints: as it applies to this scope
  - i. Clean and prepare joints in accordance with manufacturer's written recommendations to include primers, masking tape, re-sawing of joints, etc.
  - ii. Clean off excess sealant and smears from adjacent surfaces as work progresses
  - iii. Include caulking of:
    1. All exterior and interior masonry control joints, interior caulking of vertical and horizontal joints of dissimilar materials, interior vertical masonry or drywall expansion control joints, perimeters of all hollow metal frames, concrete control and expansion joints for interior and exterior slabs, walks and pavements
    2. All hollow metal frames to adjacent floor finishes; caulk color shall be selected by Architect to match floor
    3. All items requiring backer rod, unless otherwise noted
    4. All interior corners of CMU walls
    5. All architectural precast sills, caps & copings
    6. All exterior wall louvers, downspouts and downspout boots as required
    7. Around perimeter of plumbing fixtures to floor or wall finishes
    8. All floor joints where the finish is noted as sealed concrete
  - iv. Include all requirements to fill void between masonry walls and steel decking
  - v. Include all requirements for smoke/firestopping at masonry tops-of-wall
  - vi. Include all requirements for fire caulking masonry control joints in rated walls
- b. Furnish all labor, material, equipment, accessories, etc. to make a complete installation of all **below-grade waterproofing** requirements:
  - i. Include elevator pit, foundations and walls
  - ii. Include cleaning of all concrete surfaces as required for this scope; cleaning includes local dewatering and mud, dirt and debris removal
  - iii. Prepare, clean, treat, etc. substrate in accordance with manufacturer's written instructions; include primers, conditioners and bonding agents as required
  - iv. Foundation drains and backfill of excavations by others
- c. Furnish all labor, material, equipment, accessories, etc. to make a complete installation of all **expansion joint cover assembly (EJCA)** requirements

- i. Prepare, clean, treat, etc. substrate in accordance with manufacturer's written instructions; include primers, conditioners and bonding agents as required
  - ii. Interior floor, wall & ceiling EJCA by others
    - 1. Fill joints behind EJCA under this bid scope
- d. Properly dispose of all chemicals, empty containers & packaging, product residues, etc. off-site as part of this scope. Said waste material shall not be disposed of in general construction debris dumpster
- e. Include all associated cost to participate in mock-ups as required to demonstrate aesthetic effects and set quality standards for materials and execution
  - i. Incorporate all work provided under this scope in mockup wall
  - ii. Caulk joints in project mockup wall panels to demonstrate workmanship, correct materials and for coordination with other subcontractors
- f. Include all cost associated with demonstration of specification compliance to include associated repairs
  - i. Subcontractor shall be responsible for all costs (initial testing, re-testing, corrective measures, repairs, etc.) when its installation fails to meet compliance at no additional cost to the project
  - ii. Include all cost associated with Pre-Construction Field-Adhesion Testing
  - iii. Include all cost associated with manufacturer's technical representative to attend Preconstruction Field Adhesion Testing
- 8. Inspect all substrates and conditions for suitability to receive work prior to starting work
  - a. Advise Bordeaux Construction immediately in writing of any deficiencies or issues
  - b. Commencement of work guarantees acceptance of conditions
- 9. Pricing is firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

- 1. Firestopping provided by others
- 2. Caulking of all storefront, curtainwall and aluminum entrance frames (BP- 08A)
- 3. Caulking of all casework, cabinets and countertops (BP-12B)
- 4. Caulking of all hard tile floor expansion joints (BP-09B)
- 5. Sealants for all glazing (BP-08A)
- 6. Caulking of joints within terrazzo concrete floors (BP-09I)
- 7. Interior expansion joint cover assemblies by others
- 8. Fireproofing (SFRM) by others
- 9. Air barriers (SPF and Fluid-Applied)

**ALLOWANCES**

Not Applicable

**UNIT PRICES**

Not Applicable

**ALTERNATES**

Not Applicable

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 08A – Aluminum Storefront, Curtain Wall & Glazing**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR’S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 07 – Thermal & Moisture Protection

(as it applies to this scope)

Division 08 – Openings

Section 081613      Fiberglass Doors

Section 084313      Aluminum-Framed Storefronts

Section 084413      Glazed Aluminum Curtain Walls

Section 084435      Protective Framed Glazing Assemblies

Section 087110      Door Hardware      (as it applies to this scope)

Section 088000      Glazing

Section 088300      Mirrors

Section 088733      Decorative Films

Section 088813      Fire-Rated Glazing

Section 089100      Louvers      (as it applies to this scope)

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds may be required for this bid scope:
  - a. Bordeaux Construction utilizes a Subcontractor Default Insurance (SDI) program for bonding subcontractors in lieu of requiring individual Payment & Performance Bonds

- b. Base Bid assumes Bidder will qualify for participation in the SDI program; therefore, cost of payment and performance bonds are **not** to be included in the base bid price
  - c. If Bidder does not qualify for or cannot participate in the SDI program, Bidder shall provide payment and performance bonds with reimbursement of cost based upon actual invoice. Failure to provide an invoice will result in a maximum reimbursement of 1% of the cost of work.
2. BP-01 General Inclusion Items as applicable to complete Work
  3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
  4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
    - a. OSHA Safety measures shall be required and implemented
    - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
  5. Complete installation as outlined in the construction documents and within this scope package to include all insurances and taxes
  6. Dispose of all trash and waste materials in dumpster provided by Bordeaux Construction
  7. The following is a general outline of the items specifically included, but not limited to, in this bid scope:
    - a. Furnish all labor, material, equipment, accessories, caulking and sealants, etc. to make a complete installation of:
      - i. All **Aluminum Storefront Entrances and Windows** requirements
        1. Interior and exterior aluminum-framed storefront
        2. Interior and exterior aluminum doors
        3. All glazing requirements
        4. Include all sill drain pans complete; coordinate installation as required
        5. Include all necessary interior aluminum clips and covers at window sills
      - ii. All **Glazed Aluminum Curtain Wall** requirements
        1. Include back-painted glass & associated attachments
      - iii. All **Protective-Framed Glazing Assembly** requirements
      - iv. All **FRP doors and frames** requirements
      - v. All **Glazing** requirements for HM doors & frames and wood doors
      - vi. All **Fire-Rated Glazing** requirements
      - vii. All **Window Film and Shading** requirements as indicated or specified
      - viii. All **“frame-less” Mirror** requirements
        1. All “framed” mirrors furnished & installed by BP-10A Specialties
      - ix. All **Door Hardware** requirements for aluminum and FRP doors
        1. Include ADA operators as specified
        2. Include all low-voltage wiring between power source and hardware
        3. Final operation of all powered doors is the responsibility of this Bid Package
        4. Keyed lock cylinders by BP-08C

- x. Include all necessary documentation of compliance with NFPA 80, 101 & 105 for all fire, smoke and egress doors installed under this Bid Scope
- xi. All fire-rating labels are to be die-stamped on both doors and frames as specified
  - 1. Provide Letter of Certification recording identification numbers
  - 2. Peel-off labels and/or physical UL labels will not be permitted
- b. Include all **delegated-design** requirements for this scope
- c. Include all embed materials as it applies to this scope
- d. Include all wood furring and shims as it applies to this scope
- e. Include preparation of all surfaces to receive sealants in accordance with manufacturer's written recommendations to include primers, masking tape, etc.
- f. Remove excess sealant and smears from adjacent surfaces as work progresses
- g. Caulk and seal aluminum assemblies to dissimilar materials, including any backer rod necessary to seal cavity, as part of this bid scope
- h. Clean all work provided under this bid scope at completion of installation; remove all stickers, labels, tags, etc.
- i. Include post-construction adjustment of aluminum and FRP doors as required
- j. Include all associated cost to **assist and support** 3<sup>rd</sup>-Party spray testing of the exterior aluminum systems conducted by Owner
- k. Include participation in mock-ups as required to demonstrate aesthetic effects and set quality standards for materials and execution
  - i. Incorporate all work provided under this bid scope in mock-up wall
- 8. Concrete floors are finished products; scissor lifts and other non-marking equipment may be allowed upon review of Subcontractor's erection plan with Bordeaux Construction and receipt of written authorization thereof
- 9. Inspect all conditions for suitability to receive work under this scope prior to starting work
  - a. Advise Bordeaux Construction immediately in writing of any deficiencies or issues
  - b. Commencement of work guarantees acceptance of conditions
- 10. Daily cleanup of debris caused by this work
- 11. Include field measure of all work in this bid scope prior to fabrication
- 12. Include all necessary crews and equipment as required to facilitate construction progress
- 13. Pricing firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

- 1. Steel window sill, jamb and head supports by BP-05A
- 2. Fixed louvers by BP-23A HVAC Mechanical

**ALLOWANCES**

Not Applicable

**UNIT PRICES**

Not Applicable

**ALTERNATES**

Not Applicable

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 08B - Overhead Doors**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 08 – Openings

Section 083313 Coiling Counter Doors

Section 083323 Overhead Coiling Doors

Section 087100 Door Hardware (as it applies to this scope)

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds are **not** required for this bid scope
2. BP-01 General Inclusion Items as applicable to complete Work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)



5. Complete installation as outlined in the construction documents and within this scope package to include all insurances and taxes
6. Dispose of all trash and waste materials in dumpster provided by Bordeaux Construction
7. Furnish all labor, materials, equipment, curtains, hoods, counterbalancing mechanisms, jambs, guides, locks, anchors, fasteners, weather seals, operators, caulking, sealants and other accessories as required to make a complete installation of the following requirements:
  - **Overhead Coiling Doors and Grilles**
  - **Coiling Counter Doors**
    - a. Hoods shall match door curtain color and finish
    - b. Use only manufacturers listed in specifications
    - c. Provide fire-rated and smoke assemblies as required
    - d. Include factory-authorized start-up service and Owner’s training as part of this scope
    - e. Include all specified warranties, even if they exceed manufacturer’s available warranty
    - f. Include specified Initial Maintenance Service as part of this scope
    - g. Coordinate lock cylinders with BP-08C
    - h. Coordinate power to controls and fire alarm system connection with BP-26A
    - i. Coordinate door requirements with door steel surrounds
    - j. Coordinate countertop installation to ensure proper integration of materials and counter door function
    - k. Doors, grilles and shutters are to be left clean and fully retracted; this will be considered adequate “protection of work” as specified in BP-01; remove all non-permanent stickers, labels, tags, etc. at time of installation
8. Inspect all conditions for suitability to receive work under this scope prior to starting work
  - a. Advise Bordeaux Construction immediately in writing of any deficiencies or issues
  - b. Commencement of work guarantees acceptance of conditions
9. Include all necessary crews and equipment as required to facilitate construction progress
10. Pricing firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

1. Stainless Steel Counters
2. Steel jambs and headers
3. Master-Keyed Lock cylinders

**ALLOWANCES**

Not Applicable

**UNIT PRICES**

Not Applicable

**ALTERNATES**

Not Applicable

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 08C – Doors & Hardware**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR’S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 08 – Openings

Section 081113 Steel Doors and Frames

Section 081416 Flush Wood Doors

Section 087100 Door Hardware

Section 088000 Glazing (as it applies to this scope)

Division 26 – Electrical (as it relates to this scope)

Division 28 – Electronic Safety & Security (as it applies to this scope)

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds may be required for this bid scope:
  - a. Bordeaux Construction utilizes a Subcontractor Default Insurance (SDI) program for bonding subcontractors in lieu of requiring individual Payment & Performance Bonds
  - b. Base Bid assumes Bidder will qualify for participation in the SDI program; therefore, cost of payment and performance bonds are **not** to be included in the base bid price
  - c. If Bidder does not qualify for or cannot participate in the SDI program, Bidder shall provide payment and performance bonds with reimbursement of cost based upon actual invoice. Failure to provide an invoice will result in a maximum reimbursement of 1% of the cost of work.

2. BP-01 General Inclusion items as applicable to complete work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
5. Dispose of all trash and waste materials in dumpster provided by Bordeaux Construction
6. Complete installation as outlined in the construction documents and within this scope package to include all insurances and taxes
7. The following is a general outline of the items specifically included, but not limited to, in this bid scope:
  - a. Furnish all labor, materials, equipment, anchors, fasteners, caulking, sealants and other accessories as required to make a complete installation of:
    - i. All **Hollow Metal (HM) door & frame** requirements
      1. All commercial hollow metal door & window frames (furnish, delivery, **unload, protection and stock only** – **NO install**)
      2. All HM doors, furnished & installed
      3. All acoustic-rated doors and frames
      4. All frames to be solid-welded with reinforced hinges, corners and hardware attachment points
      5. All frames designated to attach to concrete or masonry walls shall have countersunk, predrilled holes
    - ii. All **Wood door** requirements
    - iii. All **Finish Door Hardware** requirements
      1. All hinges, push/pulls, locksets, latch sets, cylinders, keys, bolts, closers, door control devices, automatic operators, protection plates, sliders, door bumpers, thresholds, weather stripping, stops, silencers, etc.
        - a. Aluminum door hardware is **furnished** under BP-08A
        - b. Hardware for coiling doors and grilles is **furnished** by BP-08B
        - c. Furnish and install Master-Keyed lock cylinders for aluminum and overhead doors as part of this bid scope
      2. All adjustments as required
      3. All exterior locksets or padlocks required on fencing, gates, PIVs, etc.; master keyed as required
      4. All louvers within doors as required
      5. All **Independent Architectural Hardware Consultant** requirements
    - iv. Complete **Keying** requirements
      1. Subcontractor is responsible for development and approval of the master keying schedule
      2. Provide all permanent keys, including spares, to Bordeaux Construction, unless otherwise directed

3. Provide permanent cores & keying for all doors installed by others
4. Provide construction cores and keys for all doors installed prior to installing permanent cores
  - a. Remove construction cores and replace with permanent cores just prior to Owner Acceptance
  - b. Furnish keys for construction cores to Bordeaux Construction in quantity as requested
5. Include Key Control System and Management Software requirements
- v. All submittal and shop drawings requirements for this Bid Package
- vi. Include all necessary documentation of compliance with NFPA 80, 101 & 105 for all fire, smoke and egress doors installed under this Project
- b. Furnish **two (2)** recessed rapid access key boxes (**Knox Box**) for installation by others
- c. Furnish & install **twenty (20) double and twenty (20) single** temporary doors, frames, & locks for mechanical, electrical, data and sprinkler riser rooms, and building entry as directed by Bordeaux Construction
  - i. Wall partition infill and setting of frames by others
  - ii. Frames, doors and hardware shall be salvaged for reuse by others
- d. Furnish HM frames to BP-04A Masonry for installation in masonry walls and to BP-09A Drywall for installation in metal stud/GWB partitions
  - i. All frames shall have a "spreader" strap at base of frame
  - ii. Unload and store frames on dunnage in areas as directed by BCC
  - iii. Provide weatherproof tarps to protect stored frames
  - iv. Furnish all necessary clips, anchors, etc. for frame attachment
- e. Provide all door adjustments and shims as required to include, but not limited to:
  - i. Immediately after initial install
  - ii. Adjustments as required for BCC, Designer & Owner Acceptances
  - iii. 6-month post-construction adjustment
  - iv. Include shims, sanding, planing and others techniques as required
    1. Include refinishing exposed wood door edges that have been planed
- f. Furnish all glazing stops with the frame (screws holes predrilled) for all doors and frames provided by this bid scope; stops shall not be provided loose
- g. All fire-rating labels are to be die-stamped on both doors and frames as specified
  - i. Provide Letter of Certification recording identification numbers
  - ii. Peel-off labels and/or physical UL labels will not be permitted
- h. Provide primer to all HM frame interior sections (jambs, sills & heads)
- i. Include all corrective field work necessary to make frames ready to receive grout
- j. Coordinate all door undercuts for clearances with specified floor finishes
- k. Provide sanding, Bondo work and touch-up of all rusted or damaged frames
- l. Remove all temporary labels and protective films as directed by BCC
8. Inspect all conditions for suitability to receive work under this scope prior to starting work
  - a. Advise Bordeaux Construction immediately in writing of any deficiencies or issue
  - b. Commencement of work guarantees acceptance of conditions
9. Daily clean-up of all trash and debris caused by this work
10. Include all necessary crews and equipment as required to facilitate construction progress
11. Pricing is firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

1. Glazing and sealants for all HM doors and frames and wood doors by BP-08A

**ALLOWANCES**

Not Applicable

**UNIT PRICES**

Not Applicable

**ALTERNATES**

**Alternate #2, Owner Preferred Brand – Finish Hardware** , if selected by Owner, shall include any specific or special requirements, above and beyond that of the base bid, to support the indicated scope of work:

**Base Bid:** Provide door hardware as scheduled by manufacturer complying with specification requirements to support the project

**Alternate:** Provide BEST door locks, BEST closers and BEST Precision exit devices to support the project  
Provide the BEST IMPLSW-2 code import

Include all requirements outlined within this bid package

If there is no cost difference between Base Bid and Alternate, then Alternate #2 bid shall be “No Change”; otherwise, indicate the net cost difference to provide Alternate scope

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 09A - Drywall**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Section 018317 Exterior Building Enclosure  
Air Barrier Requirements (as it applies to this scope)

Division 05 – Metals

Section 054000 Cold-Formed Steel Framing-Structural (CFSF-S)  
Section 054003 Continuous Insulation (CI) Framing System, Clipped

Division 06 – Wood, Plastics & Composites

Section 061000 Rough Carpentry (as it applies to this scope)

Division 07 – Thermal & Moisture Protection

Section 072100 Thermal Insulation (as it applies to this scope)  
Section 074213 Metal Wall Panels  
Section 074213.23 Metal Composite Material Wall Panels  
Section 078400 Firestopping (as it applies to this scope)  
Section 079200 Joint Sealants (as it applies to this scope)  
Section 079513.13 Expansion Joint  
Cover Assemblies (as it applies to this scope)

Division 08 – Openings

Section 081113 Steel Doors & Frames (as it applies to this scope)  
Section 081613 Fiberglass Doors (as it applies to this scope)

Section 083113	Access Doors & Panels	(as it applies to this scope)
Division 09 – Finishes		
Section 092216	Non-Structural Steel Framing (CFSF-NS)	
Section 092900	Gypsum Board	
Section 093013	Ceramic Tiling	(as it applies to this scope)
Section 099100	Painting	(as it applies to this scope)
All Related Sections/Requirements referenced within each Division and/or Section		

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds may be required for this bid scope:
  - a. Bordeaux Construction utilizes a Subcontractor Default Insurance (SDI) program for bonding subcontractors in lieu of requiring individual Payment & Performance Bonds
  - b. Base Bid assumes Bidder will qualify for participation in the SDI program; therefore, cost of payment and performance bonds are **not** to be included in the base bid price
  - c. If Bidder does not qualify for or cannot participate in the SDI program, Bidder shall provide payment and performance bonds with reimbursement of cost based upon actual invoice. Failure to provide an invoice will result in a maximum reimbursement of 1% of the cost of work.
2. BP-01 General Inclusion Items as applicable to complete Work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
5. Complete installation as outlined in the Construction Documents and within this scope package to include all insurances and taxes
6. Dispose of all trash and waste materials in dumpster provided by Bordeaux Construction
7. The following is a general outline of the items specifically included, but not limited to, in this bid scope:
  - a. Furnish all labor, material, equipment, accessories, etc. to make a complete installation of:
    - i. All structural and non-structural light gauge framing
    - ii. All GWB assemblies (ceilings, partitions, headers, bulkheads & soffits)
    - iii. All UL-rated GWB assemblies (vertical & horizontal)
    - iv. All insulation (batt, acoustic and mineral wool) for GWB Assemblies
    - v. All tile backer board for hard tile installed on metal framing
    - vi. All GWB accessories as required
    - vii. All sheathing as required
    - viii. All hoisting, welding, lifts, cranes or any other equipment for installation
    - ix. All plywood attached direct to metal framing
    - x. Furnish, as a minimum, **paper-faced mold & moisture resistant grade GWB**

- xi. All required abuse and/or impact-resistant GWB
- xii. Provide minimum Level 4 finish for all exposed GWB; Level 5 as indicated
- xiii. All interior GWB ceiling and wall expansion joints as required
- xiv. All exterior GWB soffits and ceilings
- xv. All light gauge framing, GWB and sealants at all CMU top-of-wall conditions
- xvi. All flat metal strapping
- xvii. All fire-rated wall identification, labeling & stenciling
- xviii. All **acoustic (STC)** requirements
  - 1. Meet or exceed indicated STC ratings for walls and ceilings
  - 2. Maintain STC rating at top-of-walls
  - 3. Include acoustical sealants at all thru-wall penetrations
  - 4. Include acoustical treatments of all electrical boxes
- xix. All **wood blocking & furring** requirements
  - 1. In-wall blocking in metal-framed GWB assemblies; coordinate placement as required
  - 2. Blocking in, around and exterior of all wall openings
  - 3. Interior wood blocking to be fire-rated; exterior blocking to be pressure-treated
  - 4. Roof and fascia wood blocking by BP-07C Roofing
  - 5. Plywood backboards for electrical by BP-26A Electrical
- xx. All **metal wall panel, girts and furring** requirements
  - 1. Openings in and penetrations thru panels required by other trades shall be made under this bid package
- xxi. All **metal composite material wall panels, girts and furring** requirements
  - 1. Openings in and penetrations thru panels required by other trades shall be made under this bid package
- xxii. All **access doors** as indicated on drawings
- xxiii. All **firestopping** requirements as it applies to this scope of work
  - 1. Include all top-of-wall smoke/fire seal requirements
  - 2. Include all slab edge smoke/fire seal requirements
  - 3. Include all identification requirements for rated-walls
  - 4. Each trade (PMES) is responsible for firestopping of their work
- xxiv. All **interior wall and ceiling expansion joint cover assemblies (EJCA)**
  - 1. Assemblies in acoustical tile ceilings installed by BP-09C Acoustical
  - 2. Assemblies in floors installed by BP-09D Resilient Flooring & Carpet
    - a. Coordinate with BP-09D for compatibility with floor EJCA
- xxv. Install steel angles which attach to metal framing e.g. 3/4".1.1
  - 1. Angles furnished by BP-05A with pre-punched holes
  - 2. Angles attached to steel tube furnished & installed by others
- xxvi. Install SST wall splash panels at mop basins in Janitor Closets
- b. Include all manufacturer's field service requirements (inspections, testing & reports)
- c. Include all **delegated-design** requirements for this scope of work
  - i. Include all cost associated to provide design, engineering, shop drawings and submittals, etc.



- ii. Furnish engineering calculations and drawings stamped and sealed by a Professional Engineer licensed in North Carolina
  - d. Install **hollow metal & frames** in GWB partitions
    - i. Frames provided by others to central point
    - ii. Include cost to transport frame from central location to opening
    - iii. FRP frames installed by BP-08A
  - e. Install **access doors & frames** furnished by others for integration in GWB assemblies
    - i. Coordinate with Mechanical, Electrical, Plumbing & Sprinkler as required
    - ii. Include rough-in and installation of access doors as part of this bid scope
  - f. Coordinate all wall penetrations, blockouts, framed openings, wall bracing, etc. as required with other trades
  - g. Include backer rod and sealants at all GWB top-of-wall conditions
  - h. Include control joints in GWB walls and ceilings in accordance with ASTM C840
    - i. Submit shop drawing of control joint layout
  - i. All GWB assemblies shall be finished, pointed up, and ready for paint
    - i. After point up is completed, notify Bordeaux Construction of suitability to proceed with 1<sup>st</sup> coat of paint
    - ii. After 1<sup>st</sup> coat of paint and after permanent lights, Bordeaux Construction will punch list the GWB work prior to final paint
    - iii. A separate point up crew shall be provided if GWB work is ongoing to allow point up to proceed without impacting drywall progress
  - j. Include all associated cost to participate in mock-ups as required to demonstrate aesthetic effects and set quality standards for materials and execution
    - i. Mock-ups to be of sufficient size to demonstrate joints, surface color, pattern, texture, standard of workmanship, etc.
- 8. Inspections are required on this project:
  - a. Refer to Specifications and Drawings for schedule of special inspections
  - b. Coordinate with special inspector, testing agencies, local inspectors and/or Engineer of Record as may be required
  - c. Include all associated cost to participate and support inspections
  - d. Subcontractor shall be responsible for all costs (re-testing, corrective measures, repairs, etc.) at no additional cost to the project when its installation fails to meet compliance
  - e. Owner and Bordeaux Construction reserve the right to request additional testing in the event of significant or continual test failures
  - f. Coordinate with Bordeaux Construction for scheduling of inspections
- 9. Concrete floors are finished products; scissor lifts and other non-marking equipment may be allowed upon review of Subcontractor's erection plan with Bordeaux Construction and receipt of written authorization thereof
- 10. Daily cleanup of debris caused by this work
- 11. Furnish all supplemental lighting and power as required for this scope
- 12. Include all necessary crews and equipment as required to facilitate construction progress
- 13. Pricing firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

1. Air Barriers (sprayed foam, fluid-applied)

**UNIT PRICES**

Not Applicable

**ALTERNATES**

Not Applicable

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 09B - Hard Tile**

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Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 07 – Moisture & Thermal Protection

Section 079200      Joint Sealants      (as it applies to this scope)

Division 09 – Finishes

Section 093000      Tiling

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds are **not** required for this bid scope
2. BP-01 General Inclusion Items as applicable to complete Work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)

5. Complete installation as outlined in the Construction Documents and within this scope package to include all insurances and taxes
6. Dispose of all trash and waste materials in dumpster provided by Bordeaux Construction
7. The following is a general outline of the items specifically included, but not limited to, in this bid scope:
  - a. Furnish all labor, material, equipment, accessories, etc. to make a complete installation of all **Hard Tile** requirements:
    - i. Hard tile floors, base, walls and backsplashes
    - ii. Marble and stone thresholds
    - iii. Metal transition profiles, edgings and nosings
    - iv. Crack Isolation membranes
    - v. Waterproofing membranes
    - vi. Vapor-retarding membranes
    - vii. Elastomeric sealants
    - viii. Grouts and sealers
  - b. Include color selection for tiling from manufacturer's full line of colors as specified, no upcharge for colors will be accepted
  - c. Include joint treatment requirements for cement backer boards installed by others
  - d. Include grout sealer on all cementitious grout as specified
  - e. Include high-performance grout as specified, unless noted otherwise
  - f. Provide waterproofing membrane for all showers
    - i. Prep all corners, drains, cracks, etc. in accordance with manufacturer recommendations
    - ii. Flood test all showers; Bordeaux Construction (BCC) to witness all tests
  - g. Prepare and clean substrates to include all patching, repair, leveling, grinding, crack control (membrane, crack suppression, control joints), etc. as required to receive new materials:
    - i. Prepare substrates in accordance with specifications and manufacturer's recommendations
    - ii. Substrate preparation shall include surface abrasion as required to remove existing finish, adhesives, high spots, etc.
    - iii. Substrate preparation shall be sufficient to prohibit the transmission of any defects or deficiencies
      1. Corrective action required to mitigate said defects or deficiencies shall be borne by this Subcontractor at no additional cost to the project
  - h. Include participation in mock-ups as required
  - i. Include water testing of waterproofing membranes as required; BCC to witness tests
  - j. Include cleaning of all tile work prior to installing floor protection covering
  - k. Include final cleaning of all tile work prior to Owner acceptance
  - l. Furnish & install protection of all finished tile flooring installed under this bid scope:
    - i. Install floor protection as installation completes; tape joints 100%
    - ii. Floor protection to be Ram Board or equivalent and shall remain in place until substantial completion or as directed by Bordeaux Construction
    - iii. Maintenance of protection board and its removal prior to cleaning is by others

**8. Allowances**

Use of any allowance shall be as directed by Bordeaux Construction and supported with sufficient documentation as required. Any work performed without prior written authorization will be considered as a requirement to complete the scope of work in this bid package and at no cost to the project

Include an **Allowance** for **additional floor leveling** as directed by Bordeaux Construction, and shall be based upon indicated Quantities and Unit Prices:

- i. Allowance is defined as supplemental leveling of concrete substrate which fails compliance with hard tile manufacturer’s requirements and that is above and beyond the requirements of this bid scope and associated specifications
- ii. Include all requirements outlined within this bid package
- iii. **Allowance #1, include 1,000 SF for said work**

**Include all stated allowances as outlined within this bid scope  
Unit Prices will correspond with respective quantity allowances**

- 9. Inspect all substrates for suitability to receive work under this scope prior to starting work
  - a. Advise Bordeaux Construction immediately in writing of any deficiencies or issues
  - b. Commencement of work guarantees acceptance of conditions
- 10. Daily cleanup of debris caused by this work
- 11. Furnish all supplemental lighting and power as required for this scope
- 12. Include all necessary crews and equipment as required to facilitate construction progress
- 13. Pricing firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

- 1. Cement backer board installed by BP-09A Drywall

**UNIT PRICES**

<b>UP-01</b>	Additional Floor Leveling	<b>\$ / SF</b>
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**ALTERNATES**

Not Applicable



Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 09C - Acoustical Ceilings**

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Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 07 – Thermal & Moisture Protection (as it applies to this scope)

Division 09 – Finishes

Section 095100 Acoustical Ceilings

Section 098430 Sound Absorbing Wall and Ceiling Units

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds may be required for this bid scope:
  - a. Bordeaux Construction utilizes a Subcontractor Default Insurance (SDI) program for bonding subcontractors in lieu of requiring individual Payment & Performance Bonds
  - b. Base Bid assumes Bidder will qualify for participation in the SDI program; therefore, cost of payment and performance bonds are **not** to be included in the base bid price
  - c. If Bidder does not qualify for or cannot participate in the SDI program, Bidder shall provide payment and performance bonds with reimbursement of cost based upon actual invoice. Failure to provide an invoice will result in a maximum reimbursement of 1% of the cost of work.
2. BP-01 General Inclusion Items as applicable to complete Work

3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
5. Complete installation as outlined in the Construction Documents and within this scope package
6. Dispose of all trash and waste materials in dumpster provided by Bordeaux Construction
7. The following is a general outline of the items specifically included, but not limited to, in this bid scope:
  - a. Furnish all labor, material, equipment, accessories, suspension systems (hanger wires, edge molding & trims, clips, anchors, fasteners), caulking, sealants, etc. to make a complete installation of all **Acoustical Ceiling Systems** requirements:
    - i. Do not install small cut tile pieces (less than half of the width of the tile)
      1. Replacement of such pieces as deemed necessary by Bordeaux Construction, Owner or Architect shall be borne by this Subcontractor
    - ii. Wires to be supported only from structure
      1. Do not attach wires to supports intended for equipment (duct, pipe, grilles, etc.) or light fixtures
      2. Do not support ceiling grid from bridging or deck; provide incidental framing as required
    - iii. Include additional wire supports to grid only for light fixtures, grilles, dampers, etc. as required to meet code
      1. Wires to be supported from structure only
    - iv. Include all reflective ceiling expansion joints as required
    - v. Caulk moldings & trim along walls as required or where gaps exceed ¼"
    - vi. Ceiling tiles shall have continuous internal finish or painted exposed edges/cuts
    - vii. Touch-up suspension grid and trim where cuts are exposed; color to match
    - viii. Include hold-down clips as required
    - ix. Coordinate with other trades for location of hangers, wires, sprinklers, lights, grilles, reveals, splices, mains and finish trim
    - x. Include all seismic control requirements
    - xi. Install acoustical sealants as required for this scope
    - xii. Include all acoustic (STC) requirements
  - b. Furnish all labor, material, equipment, accessories, suspension systems (hanger wires, edge molding & trims, clips, anchors, fasteners), caulking, sealants, etc. to make a complete installation of all **sound-absorbing wall and ceiling unit** requirements:
    - i. Include color selection for acoustical panels from manufacturer's full line of colors as specified, no upcharge for colors will be accepted
    - ii. Provide shop drawings showing layout of all joints and installation of panels

- iii. Coordinate all in-wall blocking required for this scope
- iv. Include fire-retardant treated wood grounds and furring
- v. Protect wall panels from damage and dirt until Owner Acceptance
- vi. Clean units at install completion **and** at Final Acceptance
- c. Include all **delegated-design** requirements as it applies to this bid scope
  - i. Include all associated cost to provide design, submittals, engineered sealed drawings, etc.
  - ii. Drawings to be signed and sealed by a Professional Engineer licensed in NC
- 8. Inspections are required on this project
  - a. Refer to Specifications and Drawings for schedule of special inspections
  - b. Coordinate with special inspector, testing agencies, local inspectors and Engineer of Record as may be required
  - c. Include all associated cost to participate and support inspections
- 9. Inspect all conditions for suitability to receive work under this scope prior to starting work
  - a. Advise Bordeaux Construction immediately in writing of any deficiencies or issues
  - b. Commencement of work guarantees acceptance of conditions
- 10. Daily cleanup of debris caused by this work
- 11. Include all necessary crews and equipment as required to facilitate construction progress
- 12. Pricing firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

- 1. Interior expansion joint cover assemblies for floors and GWB walls & ceilings

**ALLOWANCES**

Not Applicable

**Unit Prices:**

Not Applicable

**ALTERNATES**

Not Applicable



Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 09D – Resilient Flooring & Carpet**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR’S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 07 – Thermal & Moisture Protection

Section 079513      Expansion Joint Cover Assemblies      (as it applies)

Division 09 – Finishes

Section 096466      Wood Athletic Flooring

Section 096467      Dance Flooring Assemblies

Section 096513      Resilient Flooring and Base

Section 096519      Resilient Tile Flooring

Section 096566      Resilient Athletic Floor

Section 096813      Tile Carpeting

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds may be required for this bid scope:
  - a. Bordeaux Construction utilizes a Subcontractor Default Insurance (SDI) program for bonding subcontractors in lieu of requiring individual Payment & Performance Bonds
  - b. Base Bid assumes Bidder will qualify for participation in the SDI program; therefore, cost of payment and performance bonds are **not** to be included in the base bid price
  - c. If Bidder does not qualify for or cannot participate in the SDI program, Bidder shall provide payment and performance bonds with reimbursement of cost based upon

actual invoice. Failure to provide an invoice will result in a maximum reimbursement of 1% of the cost of work.

2. BP-01 General Inclusion Items as applicable to complete Work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
5. Complete installation of work as outlined in the Construction Documents and within this scope package to include all insurances & taxes
6. Dispose of all trash and waste materials in dumpster provided by Bordeaux Construction
7. The following is a general outline of the items specifically included, but not limited to, in this bid scope:
  - a. Furnish all labor, material, equipment, accessories, etc. to make a complete installation of all **Resilient Flooring and Base, Carpet, Wood and Dance Flooring** requirements:
    - i. Include rubber stair treads, risers and landings
    - ii. Include elevator cab flooring
    - iii. Include Schluter transition profiles (strips, edgings, reducers, nosings, etc.)
    - iv. Provide all patterns, lines, markings and logos as indicated
    - v. Include all interior floor expansion joint cover assemblies (EJCA)
      1. Coordinate installation with BP-03A Concrete
      2. Size EJCA for flooring materials as required
      3. Coordinate with BP-09A Drywall for compatibility with wall EJCA
    - vi. All submittals and shop drawings
      1. Provide shop drawings for tile pattern layout
      2. Include select colors from manufacturer's full line of colors as specified, no upcharge will be accepted
    - vii. Install Moisture Vapor Treatment in accordance with each manufacturer's written instructions
      1. Provide required vapor barrier thickness and joint taping for wood floors to meet conditions as determined by testing under this scope
  - b. Provide adhesives which accommodate high internal relative humidity (<75% RH), moisture evaporation rate (<3psf) and alkalinity of the substrate as recommended by manufacturer
    - i. All adhesives shall be No/Low VOC unless otherwise required
    - ii. Subcontractor shall ensure all adhesives and finished flooring products are compatible with any curing compound and/or sealer actually used on the subfloor substrate even if those compounds and sealers are not specifically identified within the contract documents
  - c. Resilient base shall be furnished in rolls
  - d. Do not install small cut-tile pieces or short base pieces

- i. Replacement of such pieces as deemed necessary by Bordeaux Construction, Owner or Architect shall be borne by this Subcontractor
- e. Prepare and clean substrates to include all floor patching, repair, leveling, crack control (membrane, crack suppression, control joints), etc. as required to receive new flooring materials
  - i. Prepare substrates in accordance with specifications and manufacturer's recommendations
    - 1. Substrate preparation shall include surface abrasion as required to remove existing finish, adhesives, high spots, curing compounds, etc.
    - 2. Notify BCC prior to proceeding with any additional scope work
  - ii. Substrate preparation shall be sufficient to prohibit the transmission of any defects or deficiencies
    - 1. Corrective action required to mitigate said defects or deficiencies shall be borne by this Subcontractor at no additional cost to the project
- f. Perform and document to Bordeaux Construction alkalinity, moisture and adhesive bond testing as required in accordance with manufacturer's written recommendations and instructions:
  - i. Install moisture reading points in accordance with ASTM F 2170-19 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using In-Situ Probes
    - 1. Anhydrous Calcium Chloride tests will not be accepted
  - ii. Perform sufficient testing for each floor type to verify suitability to proceed with flooring:
    - 1. Minimum three (3) tests per installation area, evenly representative
      - a. Three (3) tests per first 1,000 SF and at least one additional test for each additional 1,000 SF
  - iii. Perform pH testing at each in-situ test site in accordance with ASTM F710-21 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring
  - iv. Perform adhesive bond testing in accordance with manufacturer's requirements
  - v. Submit all test results along with any trending information to Bordeaux Construction prior to proceeding with flooring installation
- g. Furnish & install protection for all flooring installed under this bid scope
  - i. Tape all seams in floor protection, coordinate installation with BCC
  - ii. Floor protection to be Ram Board or equivalent and to remain in place until substantial completion
  - iii. Maintenance and removal of floor protection by others
- h. Perform initial cleaning to remove adhesives and other blemishes from surfaces

**8. Allowances**

Use of any allowance shall be as directed by Bordeaux Construction and supported with sufficient documentation as required. Any work performed without prior written authorization will be considered as a requirement to complete the scope of work in this bid package and at no cost to the project

Include an **Allowance for Floor Moisture Mitigation for EVCT flooring**, installed as directed by Bordeaux Construction, and shall be based upon indicated Quantities and Unit Prices:

- i. Provide moisture mitigation methods for EVCT flooring as outlined within the specifications where concrete slabs fail pre-installation moisture testing
- ii. Allowance provides for mitigation methods beyond the requirements outlined within this Bid Package
- iii. Include all requirements within this bid package
- iv. **Allowance #1, include 61,250 SF**

Include an **Allowance** for providing a **Center-Court Logo** on the Gym floor:

- I. Allowance includes design and installation of a center-court logo on the gym wood athletic floor; line striping and other markings are part of the base bid
- II. Allowance includes all requirements outlined within this bid package
- III. **Allowance #LS-01; Lump Sum \$5,000** for said work scope

**Include all stated allowances as outlined within this bid scope  
Unit Prices will correspond with respective quantity allowances**

- 9. Inspect all substrates and conditions for suitability to receive work prior to starting work
  - a. Advise Bordeaux Construction immediately in writing of any deficiencies or issues
  - b. Commencement of work guarantees acceptance of conditions
- 10. Daily cleanup of debris caused by this work
- 11. Furnish all supplemental lighting and power as required for this scope
- 12. Include all necessary crews and equipment as required to facilitate construction progress
- 13. Pricing firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

- 1. Floor polishing and waxing
- 2. Final cleaning of floors
- 3. Resin and Terrazzo flooring
- 4. Interior expansion joint cover assemblies for walls and ceilings

**UNIT PRICES**

**UP-01**                      Floor Moisture Mitigation (EVCT)                      \$ / SF

**ALTERNATES**

Not Applicable

Subcontractor Scope of Work  
**Exhibit A**

**Pender County K-8 School**  
**Job No. 2307**

**BP 09E - Resin Flooring**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024  
Division 01 – General Requirements  
Division 09 – Finishes  
Section 096700 Fluid-Applied Flooring  
All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds are **not** required for this bid scope:
2. BP-01 General Inclusion Items as applicable to complete Work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
5. Complete installation of work as outlined in the Construction Documents and within this scope package to include all insurances and taxes
6. Dispose of all trash and waste materials in dumpster provided by Bordeaux Construction

7. Furnish all labor, material, equipment, accessories, transition strips, etc. to make a complete installation of all **Resin Flooring** requirements:
- a. Include all submittals and shop drawings
    - i. Submit physical samples in accordance with specification section
  - b. Include select colors from manufacturer's full line of colors as specified, no upcharge will be accepted
  - c. Prepare & clean substrates to include all floor and wall patching, repair, leveling, grinding, crack control (membrane, crack suppression, control joints, sealants) measures, etc. as required to receive new materials
    - i. Prepare substrates in accordance with specification and manufacturer's written recommendations
    - ii. Substrate preparation shall include surface abrasion as required to remove existing finish, adhesives, high spots, etc.
      1. All floor prep to be done with a vacuum-equipped grinder/shot-blaster
      2. Preparation shall be sufficient to prohibit the transmission of any defects or deficiencies
        - a. Any corrective action required to mitigate said transmission shall be borne by this Subcontractor at no additional cost to project
    - iii. Include re-sawing, preparation and filling of all concrete joints
    - iv. Notify Bordeaux Construction prior to proceeding with any additional work
  - d. Install Moisture Vapor Treatment in accordance with specifications and manufacturer's written instructions
  - e. Include waterproofing membranes as required
  - f. Protect adjoining surfaces and close off floor drains to prevent spillage and migration of liquid materials outside application area
  - g. Include mock-ups as required to demonstrate aesthetic effects and set quality standards for materials and execution
    - i. Mock-ups to be of sufficient size to demonstrate joints, surface color, pattern, texture, standard of workmanship, etc.
    - ii. Include cost for any generator to power equipment for mockups
  - h. Perform initial cleaning to remove adhesives and blemishes as required
  - i. Perform and document to Bordeaux Construction alkalinity, adhesion and moisture testing as required in accordance with manufacturer's written recommendations and instructions:
    - i. Install moisture reading points in accordance with ASTM F 2170-19
    - ii. Perform one (1) test for every 200 sf of installed area or sufficient quantity to verify suitability to proceed with installation
      1. Perform tests so that each test area does not exceed 200 SF
      2. Minimum three (3) tests per installation area, evenly representative
    - iii. Anhydrous Calcium Chloride tests will **not** be accepted; use in-situ probe tests
    - iv. Perform pH testing at each in-situ test site in accordance with ASTM F710-21
    - v. Perform adhesion bond testing in accordance with manufacturer's requirements
    - vi. Submit all test results and trend information to Bordeaux Construction prior to proceeding with flooring installation

- j. Furnish & install floor protection for **all** finished floors installed under this bid scope:
  - i. Review finished product with Bordeaux Construction prior to covering floors
  - ii. Install barrier tape to isolate areas during “curing” period after placement
  - iii. Tape all seams in floor protection
  - iv. Floor protection to remain in place until substantial completion
    - 1. Provide SCOFIELD Proguard Duracover or equivalent
    - 2. Corex board with poly sheet underneath is an acceptable equivalent
  - v. Maintenance and removal of floor protection by others
- k. Properly dispose of all chemicals, empty containers & packaging, product residues, dry dust, etc. off-site as part of this scope. Said waste material shall not to be disposed of in general construction debris dumpster
- l. Include all cost associated with demonstration of specification compliance to include sampling and associated repairs
  - i. Subcontractor shall be responsible for all costs (re-testing, corrective measures, repairs, etc.) when its installation fails to meet compliance at no additional cost to the project
- 8. Inspect all conditions for suitability to receive work under this scope prior to starting work
  - a. Advise Bordeaux Construction immediately in writing of any deficiencies or issues
  - b. Commencement of work guarantees acceptance of conditions
- 9. Furnish all power and supplemental lighting as required for this scope
- 10. Pricing firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

- 1. Polished Concrete
- 2. Resin Matrix Terrazzo Floors
- 3. Concrete Floor Clear Sealer

**UNIT PRICES**

Not Applicable

**ALTERNATES**

Not Applicable

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 09G - Painting**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 03 – Concrete

Section 033000 Cast-in-place Concrete (as it applies to this scope)

Division 05 – Metals

(as it applies to this scope)

Division 07 – Thermal and Moisture Protection

Section 079200 Joint Sealants (as it applies to this scope)

Division 08 – Openings

(as it applies to this scope)

Division 09 – Finishes

Section 092900 Gypsum Board (as it applies to this scope)

Section 099100 Painting

Divisions 21 – 28 (as it relates to this scope)

Fire Suppression, Plumbing, Mechanical, Electrical, Communications and  
Electronic Safety & Security

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds may be required for this bid scope:
  - a. Bordeaux Construction utilizes a Subcontractor Default Insurance (SDI) program for bonding subcontractors in lieu of requiring individual Payment & Performance Bonds



- b. Base Bid assumes Bidder will qualify for participation in the SDI program; therefore, cost of payment and performance bonds are **not** to be included in the base bid price
  - c. If Bidder does not qualify for or cannot participate in the SDI program, Bidder shall provide payment and performance bonds with reimbursement of cost based upon actual invoice. Failure to provide an invoice will result in a maximum reimbursement of 1% of the cost of work.
2. BP-01 General Inclusion Items as applicable to complete Work
  3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
  4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
    - a. OSHA Safety measures shall be required and implemented
    - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
  5. Complete installation as outlined in the construction documents and within this scope package to include all insurances and taxes
  6. The following is a general outline of the items specifically included, but not limited to, in this bid scope:
    - a. Furnish all labor, material, equipment, accessories, etc. to make a complete installation of all **interior and exterior painting** requirements:
      - i. All paint systems as outlined in the Paint Schedules:
        1. Follow all product data and manufacturer's instructions
        2. Provide complete range of colors
        3. Include all special coatings
        4. Include all accent walls, striping and multiple paint colors
        5. Include dryfall paint system as required
        6. Include paint color samples (drawdowns)
        7. Include Final Paint Color Formulation Schedule
        8. Include Field Samples of at least 100 SF for approval
        9. All blockfill on masonry walls to receive painted finish
        10. All floor striping & painting as noted on Dwg. E0.1, General Note "M"
      - ii. Include all GWB assemblies & ceilings; concrete & masonry to receive paint; HM doors, frames & windows; exposed MEP piping and duct; Interior & exterior metals (stairs, handrails, bollards, ladders, lintels, misc. steel, dumpster frame, gate & panels), fiber cement panels, etc.
      - iii. Include field painting of all downspout boots to match downspout color
      - iv. Include all surface preparation in accordance with each manufacturer's written instructions and as specified
      - v. Include all exposed bare and covered pipes, ducts, hangers, exposed steel, metal deck, etc. unless otherwise noted
        1. Paint duct accent color as specified
        2. Include identification painting (color coding) of all bare and insulated piping as specified

- 3. All conduit systems are to be color coded, pre-finished by others
  - 4. Paint all exposed gas piping, whether indicated or not
  - vi. Include painting interior housekeeping pad faces "OSHA Safety Yellow"
  - vii. Provide "Painter's caulk" at all interior corners (GWB:GWB, GWB:CMU & CMU:CMU), and at all dissimilar materials receiving paint including, but not limited to, the following: tile to other surfaces, HM door frames to EVCT or exposed flooring, HM frames, aluminum frames, access doors, etc. Painter's caulk is generally determined to be caulking which does not require backer rod and is used to provide a finished surface suitable for paint.
  - viii. Paint HM frames by spraying; protect adjacent surfaces from overspray
  - ix. Paint all tops and edges of HM door and window frames
  - x. Coordinate compatibility of primer with hot dip galvanized coating
  - xi. Perform and document to Bordeaux Construction moisture testing as required to comply with contract documents and manufacturer's written instructions
- b. All walls are to be finished, pointed up and ready for paint
    - i. After completion of point-up, Bordeaux Construction will notify painter of suitability to proceed with primer/blockfill and 1<sup>st</sup> coat of paint
    - ii. After 1<sup>st</sup> coat of paint and after permanent lights, Bordeaux Construction will punch list walls prior to final paint
    - iii. Painter shall review condition of walls prior to applying final coat of paint and notify Bordeaux Construction of suitability to complete painting
  - c. Do not paint over any code required label, ID tags, performance ratings, etc.
    - i. Clean or replace as required at no cost to project
  - d. Do not dilute, thin or modify paint without advising Bordeaux Construction in writing
  - e. Paint wall surface full height, corner-to-corner, at all patch locations
  - f. Properly dispose of all chemicals, empty containers & packaging, etc. off-site as part of this scope. Said waste material shall not to be disposed of in general construction debris dumpster
  - g. Include all cost associated with demonstration of specification compliance to include sampling and associated repairs
  - h. Include all associated cost to participate in mock-ups as required to demonstrate aesthetic effects and set quality standards for materials and execution
  - i. Provide supplemental ventilation as required to avoid impacting other trades with noxious odors
  - j. Protect all floors from spills, overspray or damage during painting, especially where finished floor is stained or polished concrete
7. Furnish all labor, material, equipment, accessories, etc. to make a complete installation of all **Concrete Floor Sealing** requirements:
- a. Prepare and clean floor surfaces to remove all paint, spillages, trash, debris, markings, etc. to restore concrete slab to original condition
    - i. Comply with manufacturer's instructions for preparation of substrates
    - ii. Include all preparation and cleaning requirements between each application

- b. Close off floor drains and protect adjoining surfaces not receiving floor sealer to prevent spillage and migration of liquid materials outside application area
- c. Include a minimum two applications of floor sealer
  - i. First application shall be installed after completion of MEP and finish trades as directed by Bordeaux Construction
  - ii. Final application shall be installed immediately prior to A/E inspection or as directed by Bordeaux Construction
  - iii. Clean and prepare floors between applications as required
- d. Include re-sawing, preparation and filling of all joints within sealed floors
- 8. Concrete floors are finished products; scissor lifts and other non-marking equipment may be allowed upon review of Subcontractor's erection plan with Bordeaux Construction and receipt of written authorization thereof
- 9. Inspect all substrates and conditions for suitability to receive work prior to starting work
  - a. Advise Bordeaux Construction immediately in writing of any deficiencies or issue
  - b. Commencement of work guarantees acceptance of conditions
- 10. Daily clean-up of all trash and debris caused by this work
- 11. Furnish all supplemental lighting and power as required for this scope
- 12. Include all necessary crews and equipment as required to facilitate construction progress
- 13. Pricing is firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

- 1. Finishing wood doors, painting metal access doors & under counter supports
- 2. Traffic markings
- 3. Stenciling and labeling of all fire-rated walls
- 4. Resin, stained and polished concrete flooring

**ALLOWANCES**

Not Applicable

**UNIT PRICES**

Not Applicable

**ALTERNATES**

Not Applicable

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

## BP 09I – Resin Terrazzo Flooring

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

### SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 09 – Finishes

Section 096623 Resinous Matrix Terrazzo Flooring

All Related Sections/Requirements referenced within each Division and/or section

### SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. Payment and Performance Bonds may be required for this bid scope:
  - a. Bordeaux Construction utilizes a Subcontractor Default Insurance (SDI) program for bonding subcontractors in lieu of requiring individual Payment & Performance Bonds
  - b. Base Bid assumes Bidder will qualify for participation in the SDI program; therefore, cost of payment and performance bonds are **not** to be included in the base bid price
  - c. If Bidder does not qualify for or cannot participate in the SDI program, Bidder shall provide payment and performance bonds with reimbursement of cost based upon actual invoice. Failure to provide an invoice will result in a maximum reimbursement of 1% of the cost of work.
2. BP-01 General Inclusion Items as applicable to complete Work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to

- have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
    - a. OSHA Safety measures shall be required and implemented
    - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
  5. Complete installation of work as outlined in the Construction Documents and within this scope package to include all insurances and taxes
  6. Dispose of all trash and waste materials in dumpster provided by Bordeaux Construction
  7. Furnish all labor, material, equipment, accessories, transition strips, etc. to make a complete installation of all **Resinous Matrix Terrazzo Flooring** requirements:
    - a. Include all submittals and shop drawings
      - i. Submit physical samples in accordance with specification section
    - b. Include select colors from manufacturer's full line of colors as specified, no upcharge will be accepted
    - c. Prepare & clean substrates to include all floor and wall patching, repair, leveling, grinding, crack control (membrane, crack suppression, control joints, sealants) measures, etc. as required to receive new materials
      - i. Prepare substrates in accordance with specification and manufacturer's written recommendations
      - ii. Substrate preparation shall include surface abrasion as required to remove existing finish, adhesives, high spots, etc.
        1. All floor prep to be done with a vacuum-equipped grinder/shot-blaster
        2. Preparation shall be sufficient to prohibit the transmission of any defects or deficiencies
          - a. Any corrective action required to mitigate said transmission shall be borne by this Subcontractor at no additional cost to project
      - iii. Include re-sawing, preparation and filling of all concrete joints
      - iv. Notify Bordeaux Construction prior to proceeding with any additional work
    - d. Install Moisture Vapor Treatment in accordance with specifications and manufacturer's written instructions
    - e. Include waterproofing membranes as required
    - f. Protect adjoining surfaces and close off floor drains to prevent spillage and migration of liquid materials outside application area
    - g. Include mock-ups as required to demonstrate aesthetic effects and set quality standards for materials and execution
      - i. Mock-ups to be of sufficient size to demonstrate joints, surface color, pattern, texture, standard of workmanship, etc.
      - ii. Include cost for any generator to power equipment for mockups
    - h. Perform initial cleaning to remove adhesives and blemishes as required
    - i. Perform and document to Bordeaux Construction alkalinity, adhesion and moisture testing as required in accordance with manufacturer's written recommendations and instructions:
      - i. Install moisture reading points in accordance with ASTM F 2170-19

- ii. Perform one (1) test for every 200 sf of installed area or sufficient quantity to verify suitability to proceed with installation
  - 1. Perform tests so that each test area does not exceed 200 SF
  - 2. Minimum three (3) tests per installation area, evenly representative
- iii. Anhydrous Calcium Chloride tests will **not** be accepted; use in-situ probe tests
- iv. Perform pH testing at each in-situ test site in accordance with ASTM F710-21
- v. Perform adhesion bond testing in accordance with manufacturer's requirements
- vi. Submit all test results and trend information to Bordeaux Construction prior to proceeding with flooring installation
- j. Furnish & install floor protection for **all** finished floors installed under this bid scope:
  - i. Review finished product with Bordeaux Construction prior to covering floors
  - ii. Install barrier tape to isolate areas during "curing" period after placement
  - iii. Tape all seams in floor protection
  - iv. Floor protection to remain in place until substantial completion
    - 1. Provide SCOFIELD Proguard Duracover or equivalent
    - 2. Corex board with poly sheet underneath is an acceptable equivalent
  - v. Maintenance and removal of floor protection by others
- k. Properly dispose of all chemicals, empty containers & packaging, product residues, dry dust, etc. off-site as part of this scope. Said waste material shall not be disposed of in general construction debris dumpster
- l. Include all cost associated with demonstration of specification compliance to include sampling and associated repairs
  - i. Subcontractor shall be responsible for all costs (re-testing, corrective measures, repairs, etc.) when its installation fails to meet compliance at no additional cost to the project

**8. Allowances**

**Include all stated allowances outlined within this bid package**

Use of any allowance shall be as directed by Bordeaux Construction and supported with sufficient documentation as required. Any work performed without prior written authorization will be considered as a requirement to complete the scope of work in this bid package and at no cost to the project

Include an **Allowance for Floor Moisture Mitigation**, installed as directed by Bordeaux Construction, and shall be based upon indicated Quantities and Unit Prices:

- a. Provide moisture mitigation methods as outlined within the specifications where concrete slabs fail pre-installation moisture testing
- b. Allowance provides for mitigation methods beyond the requirements outlined within this Bid Package
- c. Include all requirements within this bid package
- d. Allowance #1, include 74,000 SF**

- 9. Inspect all conditions for suitability to receive work under this scope prior to starting work
  - a. Advise Bordeaux Construction immediately in writing of any deficiencies or issues
  - b. Commencement of work guarantees acceptance of conditions

- 10. Furnish all power and supplemental lighting as required for this scope
- 11. Pricing firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

Not Applicable

**UNIT PRICES**

<b>UP-01</b>	Floor Moisture Mitigation	<b>\$ / SF</b>
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**ALTERNATES**

Not Applicable



Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP-10A Specialties**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 10 – Specialties

Section 101100	Visual Display Surfaces
Section 101200	Display Cases
Section 102113.19	Plastic Toilet Compartments
Section 102123	Cubical Curtains and Track
Section 102600	Wall and Door Protection
Section 102800	Toilet, Bath and Laundry Accessories
Section 104400	Fire Protection Specialties
Section 105613	Metal Storage Shelving

Division 11 – Equipment

Section 112300	Commercial Laundry Equipment
Section 113013	Residential Appliances
Section 115213	Projection Screens
Section 116143	Stage Curtains

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds may be required for this bid scope:



- a. Bordeaux Construction utilizes a Subcontractor Default Insurance (SDI) program for bonding subcontractors in lieu of requiring individual Payment & Performance Bonds
  - b. Base Bid assumes Bidder will qualify for participation in the SDI program; therefore, cost of payment and performance bonds are **not** to be included in the base bid price
  - c. If Bidder does not qualify for or cannot participate in the SDI program, Bidder shall provide payment and performance bonds with reimbursement of cost based upon actual invoice. Failure to provide an invoice will result in a maximum reimbursement of 1% of the cost of work.
2. BP-01 General Inclusion Items as applicable to complete Work
  3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
  4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
    - a. OSHA Safety measures shall be required and implemented
    - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
  5. Complete installation as outlined in the Construction Documents and within this scope package to include all insurances and taxes
  6. Dispose of all trash and waste materials in dumpster provided by Bordeaux Construction (CM)
  7. The following is a general outline of the requirements specifically included, but not limited to, in this bid scope:
    - a. Furnish all labor, materials, equipment, anchors, fasteners, hangers, trim, hardware, caulking, sealants and other accessories as required to make a complete installation of various **Interior Specialties**:
      - i. Visual Display Units
      - ii. Display Cases
      - iii. Toilet Compartments & Screens
        1. Include full-height continuous wall brackets
      - iv. Cubical Curtains and Tracks
      - v. Wall and Door Protection
      - vi. Toilet and Bath Accessories
        1. Include all framed mirrors
        2. Include receipt, handling & installation of Owner Furnished items
      - vii. Fire Extinguishers & Fire Extinguisher Cabinets
        1. Provide signage & FE certification as required
      - viii. Metal Storage Shelving
        1. Include all shelving **not** indicated as provided by BP-11B Foodservice
      - ix. Residential Appliances & Commercial Laundry Equipment
        1. Include ice maker package for refrigerators
        2. Include water connections with installation
        3. Include dryer vent hose with installation
        4. Coordinate dryer and vent hood connections with BP-23A HVAC
        5. Coordinate all rough-ins with respective trades

- x. Projection Screens
  - 1. Coordinate power requirements with BP-26A
  - 2. Provide all low-voltage wiring requirements
- xi. Stage Curtains
  - 1. Include all track, batten and rigging requirements
  - 2. Include all accessories
- xii. Owner Furnished / Contractor Installed (OFCl) Specialties as indicated
  - 1. Include receipt, handling & installation
- b. Remove all non-permanent stickers, labels, tags, etc. at time of installation
- c. Include all shipping & transportation FOB job-site
- d. Wood blocking installed by BP-09A Drywall; coordinate as required
- e. Coordinate rough-in dimensions for all in-wall items installed under this bid package; include minor saw cut, removal and patch as required for installation
- 8. Inspect all conditions for suitability to receive work under this scope prior to starting work
  - a. Advise Bordeaux Construction immediately in writing of any deficiencies or issues
  - b. Commencement of work guarantees acceptance of conditions
- 9. Daily cleanup of debris caused by this work
- 10. Include all necessary crews and equipment as required to facilitate construction progress
- 11. Pricing firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

- 1. Signage, Dimensional Characters & Plaques
- 2. Pre-Engineered Aluminum Canopies
- 3. Folding Panel Partitions
- 4. Flag Poles
- 5. Site Furnishings
- 6. Athletic Equipment (interior & exterior)

**ALLOWANCES**

Not Applicable

**UNIT PRICES**

Not Applicable

**ALTERNATES**

Not Applicable

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

## BP 10E – Operable Partitions

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 10 – Specialties

Section 102239 Folding Panel Partitions

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds are **not** required for this bid scope:
2. BP-01 General Inclusion Items as applicable to complete Work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
5. Complete installation as outlined in the construction documents and within this scope package to include all insurances and taxes
6. Dispose of all trash and waste materials in dumpster provided by Bordeaux Construction

7. Furnish all labor, materials, equipment, anchors, fasteners, trims, suspension systems, seals, accessories, caulking, signage, labeling, etc. to make a complete installation of the specified **folding panel partitions** requirements:
  - a. Provide colors as specified from manufacturer's full line, no upcharge for colors within full-line will be considered
  - b. Include track and partition connections to structural support framing
    - i. Support framing installed by BP-05A Turnkey Steel; coordinate as required
  - c. Meet or exceed STC rating requirements
  - d. Include partition panel adjustments as required just prior to final inspection
  - e. Partitions are to be left clean, fully retracted and draped with plastic covering; this will be considered adequate "protection of work" as specified in BP-01
8. Inspect all conditions for suitability to receive work under this scope prior to starting work
  - a. Advise Bordeaux Construction immediately in writing of any deficiencies or issue
  - b. Commencement of work guarantees acceptance of conditions
9. Pricing is firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

Not Applicable

**ALLOWANCES**

Not Applicable

**UNIT PRICES**

Not Applicable

**ALTERNATES**

Not Applicable

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

## BP 11B – Foodservice Equipment

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

### SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 11 – Equipment

Section 114000 Food Service Equipment

All Related Sections/Requirements referenced within each Division and/or section

### SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. Payment and Performance Bonds may be required for this bid scope:
  - a. Bordeaux Construction utilizes a Subcontractor Default Insurance (SDI) program for bonding subcontractors in lieu of requiring individual Payment & Performance Bonds
  - b. Base Bid assumes Bidder will qualify for participation in the SDI program; therefore, cost of payment and performance bonds are **not** to be included in the base bid price
  - c. If Bidder does not qualify for or cannot participate in the SDI program, Bidder shall provide payment and performance bonds with reimbursement of cost based upon actual invoice. Failure to provide an invoice will result in a maximum reimbursement of 1% of the cost of work.
2. BP-01 General Inclusion Items as applicable to complete Work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to

have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible

4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
5. Complete installation as outlined in the construction documents and within this scope package to include all insurances and taxes
6. Dispose of all trash and waste materials in dumpster provided by Bordeaux Construction
7. Furnish all labor, materials, equipment, anchors, fasteners, trims, caulking and sealants and other accessories to make a complete installation of the specified **Food Service Equipment & Accessories** requirements:
  - a. All equipment listed in Foodservice Schedule and Specification
  - b. All metal trim, escutcheons, patching, filling, sealing, firestopping, etc. required to close openings thru walls, slabs and floors associated with this scope of work
  - c. All metal trim, caulking, sealants, etc. required to close gaps between cooler & freezer units and adjacent wall, floor and ceiling surfaces
    - i. Include removable closure panels above cooler and freezer
  - d. All ramps as required or necessary, even though not indicated
  - e. All gas regulators and flexible pipe connectors to equipment furnished by this scope
  - f. All refrigerant piping systems required for this scope of work
  - g. All evaporator drain lines and associated heat trace requirements
  - h. Additional light fixtures in cooler and freezer to meet minimum lighting levels per AHJ
  - i. Galvanized support frames for condensing units
  - j. All rough-in, connections and hook-ups, start-up testing, etc.
    - i. Start-up cooler and freezer as per specs and manufacturer's written instructions
    - ii. Include all associated cost to test and certify function of new equipment
    - iii. Final terminations for gas, water & waste by BP-22A and electrical by BP-26A
    - iv. Disconnects for refrigeration equipment by BP-26A
  - k. All SST utility distribution system requirements
  - l. All Kitchen Hood requirements
    - i. Include SST skirt/field wrapper
    - ii. Include complete fire suppression system
    - iii. Include all testing requirements
      1. Include pre-testing of hood prior to final acceptance tests
      2. Include three (3) Acceptance tests as part of base bid
      3. Retesting costs shall be borne by this Subcontractor at no additional cost to the project
    - iv. Coordinate with BP-23A HVAC for exhaust fan & duct connections
    - v. Any additional cost to upsize hood or utility system, after release of equipment for fabrication, resulting from Subcontractor's failure to timely coordinate, will be borne by Subcontractor at no additional cost to project
  - m. Confirm required utilities for connection to equipment provided by this scope
  - n. Coordinate all equipment to fit through doors
    - i. Advise Bordeaux Construction in writing, during Submittal phase, of conflicts

- ii. Cost associated with enlargement of door openings after construction, as a result of Subcontractor's failure to timely advise Bordeaux Construction, shall be borne by this Subcontractor at no cost to the project
- o. **Provide CAD files** and detailed rough-in drawings for coordination of other trades connecting to its equipment. Subcontractor further agrees to verify the location of all rough-ins prior to the placing of concrete.
- p. Clean all work provided under this bid scope; remove all non-permanent stickers, labels, tags, etc. at completion of installation
- q. Make all penetrations as required to complete this scope of work
  - i. Include core drilling of walls, floors and ceilings
  - ii. All penetrations shall be sealed watertight
  - iii. Include sleeves for all penetrations at time construction; installation by others
  - iv. Patch and seal all penetrations in walls, floors, slabs, ceilings, roof deck and similar assemblies created by this scope of work as a result of removing/installing pipes, duct, conduit, equipment and appurtenances
  - v. Subcontractor is responsible for ensuring integrity of all penetrations
- 8. Inspections are required on this project
  - a. Refer to Specifications and Drawings for schedule of special inspections
  - b. Coordinate with special inspector, testing agencies, local inspectors and/or Engineer of Record as may be required
  - c. Include all associated cost to participate and support inspections
  - d. Subcontractor shall be responsible for all costs (re-testing, corrective measures, repairs, etc.) at no additional cost to the project when its installation fails compliance
  - e. Owner and Bordeaux Construction reserve the right to request additional testing in the event of significant or continual test failures
  - f. Coordinate with Bordeaux Construction for scheduling of inspections
- 9. Inspect all conditions for suitability to receive work under this scope prior to starting work
  - a. Advise Bordeaux Construction immediately in writing of any deficiencies or issue
  - b. Commencement of work guarantees acceptance of conditions
- 10. Furnish all supplemental lighting and power as required for this scope
- 11. Pricing is firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

- 1. Exterior housekeeping pads
- 2. Residential appliances

**ALLOWANCES**

Not Applicable

**UNIT PRICES**

Not Applicable

**ALTERNATES**

Not Applicable

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP-11D Athletic Equipment**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 03 – Concrete

(as it applies to this scope)

Division 10 – Specialties

Section 105113

Metal Lockers

Section 107500

Flagpoles

Division 11 – Equipment

Section 116613

Ballet Barres

Section 116623

Gymnasium Equipment

Section 116733

Climbing Walls

Section 116843

Exterior Scoreboards

Division 12 – Furnishings

Section 126600

Telescoping Stands

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds may be required for this bid scope:
  - a. Bordeaux Construction utilizes a Subcontractor Default Insurance (SDI) program for bonding subcontractors in lieu of requiring individual Payment & Performance Bonds
  - b. Base Bid assumes Bidder will qualify for participation in the SDI program; therefore, cost of payment and performance bonds are **not** to be included in the base bid price



- c. If Bidder does not qualify for or cannot participate in the SDI program, Bidder shall provide payment and performance bonds with reimbursement of cost based upon actual invoice. Failure to provide an invoice will result in a maximum reimbursement of 1% of the cost of work.
2. BP-01 General Inclusion Items as applicable to complete Work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
5. Complete installation as outlined in the Construction Documents and within this scope package to include all insurances and taxes
6. Dispose of all trash and waste materials in dumpster provided by Bordeaux Construction
7. The following is a general outline of the requirements specifically included, but not limited to, in this bid scope:
  - a. Furnish all labor, materials, equipment, controls, anchors, fasteners, caulking, sealants and other accessories as required to make a complete installation of various
 

**Athletic Equipment:**

    - i. Metal Lockers and Benches
      1. Include sloping tops, filler panels, metal bases, ID plates and other required accessories
      2. Provide colors as specified from manufacturer's full line, no upcharge for colors within full line will be considered
      3. Provide all project requirements for floor-mounted pedestal benches
    - ii. Flagpoles
    - iii. Ballet Barres
    - iv. Gym Equipment
    - v. Climbing Walls
    - vi. Exterior Scoreboards
    - vii. Telescoping Stands
  - b. Include concrete foundations for exterior athletic equipment and flagpoles
  - c. Include all **delegated-design** requirements for this bid package
  - d. Coordinate power requirements and locations with BP-26A Electrical
  - e. Remove all non-permanent labels and stickers at time of installation
  - f. Include all shipping & transportation FOB job-site
  - g. Wood blocking installed by BP-09A Drywall; coordinate as required
  - h. Coordinate rough-in dimensions for all in-wall items installed under this bid package; include minor saw cut, removal and patch as required for installation
8. Inspect all conditions for suitability to receive work under this scope prior to starting work
  - a. Advise Bordeaux Construction immediately in writing of any deficiencies or issues
  - b. Commencement of work guarantees acceptance of conditions

9. Floors are finished products; scissor lifts and other non-marking equipment may be allowed upon review of Subcontractor's erection plan with Bordeaux Construction and receipt of written authorization thereof
10. Pricing firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

Not Applicable

**ALLOWANCES**

Not Applicable

**UNIT PRICES**

Not Applicable

**ALTERNATES**

Not Applicable

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

## BP 12A - Window Treatments

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 12 – Furnishings

Section 122400 Window Shades

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds are **not** required for this bid scope:
2. BP-01 General Inclusion Items as applicable to complete Work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
5. Complete installation as outlined in the construction documents and within this scope package to include all insurances and taxes
6. Dispose of all trash and waste materials in dumpster provided by Bordeaux Construction

7. Furnish all labor, materials, equipment, anchors, fasteners, trims, caulking, etc. to make a complete installation of the specified **window treatment** requirements:
  - a. Provide colors as specified from manufacturer's full line, no upcharge for colors within full line will be considered
  - b. Include complete motorized operating system for shades as required
    - a. Provide shop drawings at an early stage of the project to allow for coordination of rough-in locations for power supplies
      - i. Coordination of electrical requirements and power supply locations with BP-26A Electrical is a responsibility under this scope of work
    - b. Include low voltage wiring & raceways
  - c. Coordinate required in-wall blocking
  - d. Include participation in mock-ups as required
  - e. Window treatments are to be left clean and fully retracted; this will be considered adequate "protection of work" as specified in BP-01
  - f. Remove all non-permanent stickers, labels, tags, etc. at time of installation
  - g. Include all associated cost to mount shades to masonry and/or metal stud drywall as direct-mounting to aluminum frames may not be permitted
8. Inspect all conditions for suitability to receive work under this scope prior to starting work
  - a. Advise Bordeaux Construction immediately in writing of any deficiencies or issue
  - b. Commencement of work guarantees acceptance of conditions
9. Daily clean-up of all trash and debris caused by this work
10. Include field measure of all work in this bid scope prior to fabrication
11. Pricing is firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

Not Applicable

**ALLOWANCES**

Not Applicable

**UNIT PRICES**

Not Applicable

**ALTERNATES**

Not Applicable

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 12B - Casework**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 06 – Wood, Plastics & Composites

Section 061000 Rough Carpentry (as it applies to this scope)

Section 064100 Architectural Woodwork and Casework

Division 07 – Thermal & Moisture Protection

Section 079200 Joint Sealants (as it applies to this scope)

Division 11 – Equipment

Section 115100 Library Furnishings

Division 12 – Furnishings

Section 123583 Music Equipment Storage Casework & Accessories

Section 125600 Metal Worktables — Freestanding

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds may be required for this bid scope:
  - a. Bordeaux Construction utilizes a Subcontractor Default Insurance (SDI) program for bonding subcontractors in lieu of requiring individual Payment & Performance Bonds
  - b. Base Bid assumes Bidder will qualify for participation in the SDI program; therefore, cost of payment and performance bonds are **not** to be included in the base bid price

- c. If Bidder does not qualify for or cannot participate in the SDI program, Bidder shall provide payment and performance bonds with reimbursement of cost based upon actual invoice. Failure to provide an invoice will result in a maximum reimbursement of 1% of the cost of work.
2. BP-01 General Inclusion Items as applicable to complete Work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
5. Complete installation as outlined in the construction documents and within this scope package to include all insurances and taxes
6. Dispose of all trash and waste materials in dumpster provided by Bordeaux Construction
7. The following is a general outline of the items specifically included, but not limited to, in this bid scope:
  - a. Furnish all labor, materials, equipment, end panels, backsplashes, locks, standards, pulls, slides, grommets, anchors, fasteners, support brackets, caulking & sealants and other accessories as required to make a complete installation of:
    - i. All **Plastic-laminate** casework, cabinets, countertops, shelving, end panels, splashes, apron fronts, sills, etc.
    - ii. All **Solid Wood** requirements
    - iii. All **Solid Surface** requirements
      1. Include countertops, splashes, apron fronts, seating, treads & risers, sills & stools
      2. Include integral sinks and splashes as indicated
    - iv. All **Library furnishings**
    - v. All **Music Equipment Storage Casework** (fixed & mobile)
    - vi. All **Metal Work Tables**
    - vii. All stainless-steel counters, shelves and supports in “non-Kitchen” areas
  - b. Install steel angle frames furnished by others
  - c. Install under-counter lavatories and associated hardware furnished by others
  - d. Include all shop finishing requirements
  - e. Provide all indicated finishes for solid wood materials
  - f. All in-wall and wall-opening blocking is installed by BP-09A Drywall; coordinate as required
    - i. Shop drawings shall indicate all locations of required blocking
    - ii. Shop drawings shall indicate all required rough opening dimensions
    - iii. Wood blocking required for fabrication of finished product is included in this bid scope
    - iv. Wood blocking required for concealed brackets is included in this bid scope
  - g. Install all concealed brackets prior to GWB installation

- h. All under-counter metal support brackets shall be factory-finished baked enamel or stainless steel as required
- i. Caulk all finished carpentry, casework, backsplashes, solid surface tops, etc. to similar and dissimilar materials
- j. Provide removable sink panel where specified; coordinate with plumbing fixtures and piping to ensure ADA compliant installation
- k. Include cutouts for all plumbing fixtures, faucets, sinks, etc. and other trades in plastic laminate and solid surface counters and tops; coordinate as required
- l. Make all openings in casework to accommodate other trades
  - i. Provide grommets at all openings and holes
- m. All work shall be installed free from scratches, chips, or dents. Review field repairs with Bordeaux Construction prior to completing any repairs
- n. Clean all work provided under this bid scope at completion of installation; remove all stickers, labels, tags, etc.
- o. Provide and maintain protection of all counter surfaces (RamBoard or equivalent); remove and dispose of at Substantial Completion
- p. Clean and polish all surfaces (casework, countertops, surfaces, shelves, cabinet interiors, etc.) provided under this scope in accordance with manufacturer's instructions at project completion
- q. Include post-acceptance adjustment of cabinets doors, hardware, etc. as required
- 8. Inspect all conditions for suitability to receive work under this scope prior to starting work
  - a. Advise Bordeaux Construction immediately in writing of any deficiencies or issues
  - b. Commencement of work guarantees acceptance of conditions
- 9. Daily cleanup of debris caused by this work
- 10. Include field measure of all work in this bid scope prior to fabrication
- 11. Include all necessary crews and equipment as required to facilitate construction progress
- 12. Pricing is firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

- 1. Wood Laboratory Casework & Lab equipment

**ALLOWANCES**

Not Applicable

**UNIT PRICES**

Not Applicable

**ALTERNATES**

Not Applicable

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

## BP 12C – Laboratory Casework

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

### SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 07 – Thermal & Moisture Protection

Section 079200 Joint Sealants (as it applies to this scope)

Division 12 – Furnishings

Section 123553.19 Wood Laboratory Casework

All Related Sections/Requirements referenced within each Division and/or Section

### SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. Payment and Performance Bonds may be required for this bid scope:
  - a. Bordeaux Construction utilizes a Subcontractor Default Insurance (SDI) program for bonding subcontractors in lieu of requiring individual Payment & Performance Bonds
  - b. Base Bid assumes Bidder will qualify for participation in the SDI program; therefore, cost of payment and performance bonds are **not** to be included in the base bid price
  - c. If Bidder does not qualify for or cannot participate in the SDI program, Bidder shall provide payment and performance bonds with reimbursement of cost based upon actual invoice. Failure to provide an invoice will result in a maximum reimbursement of 1% of the cost of work.
2. BP-01 General Inclusion Items as applicable to complete Work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest



- version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
    - a. OSHA Safety measures shall be required and implemented
    - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
  5. Complete installation as outlined in the construction documents and within this scope package to include all insurances and taxes
  6. Dispose of all trash and waste materials in dumpster provided by Bordeaux Construction.
  7. The following is a general outline of the items specifically included, but not limited to, in this bid scope:
    - a. Furnish all labor, materials, equipment, faucets & fixtures, devices, nozzles, accessories, clips, anchors, fasteners, caulking, sealants, end & closure panels, decorative trim, labeling, signage, overhead service panels and other accessories as required to make a complete installation of:
      - i. All **Laboratory Casework** requirements
        1. Include epoxy resin countertops, backsplashes, sinks, shelving, pegboards
        2. Include Demonstration Stations
        3. Include goggle cabinets and fire blanket cabinet with blanket
        4. Furnish all devices, fixtures, nozzles, mixing valves, etc. for install by others
      - ii. All **Solvent Storage Cabinets**
    - b. Include all design, engineering and layout required for this scope
    - c. All in-wall and wall-opening blocking installed by BP-09A Drywall; coordinate as required
      - i. Shop drawings shall indicate all locations of required blocking
      - ii. Shop drawings shall indicate all required rough opening dimensions
    - d. Caulk all finished casework, backsplashes, solid surface tops, fixtures, etc. to similar and dissimilar materials
    - e. Provide removable sink panel where specified; coordinate with plumbing fixtures and piping to ensure ADA compliant installation
    - f. Make all openings in casework and countertops to accommodate other trades
      - i. Provide grommets at all openings and holes
    - g. Clean all work provided under this bid scope at completion of installation; remove all stickers, labels, tags, etc.
    - h. Provide and maintain protection of all counter surfaces (Ram Board or equivalent); remove and dispose of at substantial completion
    - i. All work shall be installed free from scratches, chips, or dents. Review field repairs with Bordeaux Construction prior to completing any repairs
    - j. Clean and polish all surfaces (casework, countertops, surfaces, fume hoods, shelves, cabinet interiors, etc.) provided under this scope in accordance with manufacturer's instructions at project completion
    - k. Include post-acceptance adjustment of cabinets doors, hardware, etc. as required
  8. Inspect all conditions for suitability to receive work under this scope prior to starting work
    - a. Advise Bordeaux Construction immediately in writing of any deficiencies or issues

- b. Commencement of work guarantees acceptance of conditions
- 9. Include all necessary crews and equipment as required to facilitate construction progress
- 10. Furnish all supplemental lighting and power as required for this scope
- 11. Pricing is firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

- 1. Fume hoods
- 2. Emergency Eyewash Stations

**UNIT PRICES**

Not Applicable

**ALTERNATES**

Not Applicable

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 14A – Elevators**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR’S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 07 – Thermal & Moisture Protection

Section 078400 Firestopping (as it applies to this scope)

Division 14 – Conveying Equipment

Section 142400 Hydraulic Elevators

Division 26 – Electrical (as it applies to this scope)

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds are **not** required for this bid scope:
2. BP-01 General Inclusion Items as applicable to complete Work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)

5. Complete installation of work as outlined in the Construction Documents and within this scope package to include all insurances and taxes
6. Dispose of all trash and waste materials in dumpster provided by Bordeaux Construction
7. The following is a general outline of the items specifically included, but not limited to, in this bid scope:
  - a. Furnish all labor, material, equipment, accessories, etc. to make a complete installation of all **Hydraulic Elevators** requirements:
    - i. All submittals and shop drawings
    - ii. All cab interior finishes (walls, sub-floor, ceiling, lighting, etc.)
    - iii. All signage requirements
    - iv. Select all colors from manufacturer's full line of colors as specified, no upcharge will be accepted
    - v. Provide one (1) full-set of protective pads for each elevator cab
    - vi. All absorbers, isolators, anchor bolts, embeds, etc.
    - vii. All guide rails, overhead or secondary support members
      1. Include furnish & install pit ladder
    - viii. All requirements to ensure installation meets local and state codes
    - ix. All caulking and sealant requirements for this scope of work
    - x. All firestopping requirements for this scope of work
    - xi. Complete seismic design and bracing requirements for this scope of work
    - xii. Protect all equipment, fixtures, etc. installed under this scope of work
    - xiii. All associated cost for permits, bonds and fees required for this scope
    - xiv. Subcontractor will verify and coordinate all power requirements for its equipment with BP-26A Electrical
    - xv. Coordinate with BP-03A Building Concrete, BP-04A Masonry and BP-09A Drywall as required for blockouts, embeds and in-wall blocking requirements
    - xvi. Coordinate all raceway, wiring and controls requirements with Electrical, Fire Alarm, Security and Communication contractors
    - xvii. Include final connections to electrical, fire alarm, emergency power, security and telephone systems
    - xviii. Perform initial cleaning to remove adhesives and blemishes as required
    - xix. Warranty period starts at acceptance of Final Completion by Owner
      1. Include all cost associated with extending warranties so the warranty requirement from the date of Owner Acceptance is maintained
      2. Include all cost associated with Initial Maintenance Service agreement
  - b. Include all associated cost to reposition, maintain and properly replace all removable hoist way barriers and signage during progression of the Work; barriers and signage to be repositioned as required for access and restored to secure hoist way openings during breaks, at end-of-shift and other times as deemed necessary for safety concerns
  - c. Include all cost associated with participation in mock-ups as required to demonstrate aesthetic effects and set quality standards for materials and execution
  - d. Notify Bordeaux Construction immediately in writing of any conflicts in requirements between its work and the Work by others
  - e. All materials furnished under this bid scope shall be unloaded, staged and stored on cribbage, dunnage or pallets

- i. All materials must be clean, free of dirt and mud prior to installation
  - ii. All materials installed under this scope which require supplemental cleaning shall be Subcontractor's responsibility at no cost to the project
  - iii. All materials shall be protected from weather
  - iv. Storage space at the jobsite is extremely limited and will only be available as allowed by Bordeaux Construction
- f. If delivery of factory equipment is not timely as to allow hoist way to be closed up and finishes to proceed in accordance with approved progress schedule, Subcontractor shall obtain, by whatever means necessary, all required rails, brackets, door frames, etc. and maintain progress schedule at no cost to the project. Factory delays shall not be grounds for time extensions.

**8. Unit Price Labor Rates**

Bordeaux Construction may require use of the elevator as a work platform for accessibility for other trades' work within the elevator shaft. Provide all-inclusive regular-time and over-time labor rates.

- a. Minimum daily use will be four (4) hours; time starts once elevator and operator are ready
- b. Any work performed without prior written authorization will be considered as no cost to the project

**9. Inspections are required on this project:**

- a. Refer to Specifications and Drawings for schedule of special inspections
- b. Coordinate with special inspector, testing agencies, local inspectors and/or Engineer of Record as may be required
- c. Include all associated cost to participate and support inspections
- d. Subcontractor shall be responsible for all costs (re-testing, corrective measures, repairs, etc.) at no additional cost to the project when its installation fails compliance
- e. Owner and/or Bordeaux Construction reserve the right to request additional testing in the event of significant or continual test failures
- f. Coordinate with Bordeaux Construction for scheduling of inspections
- g. Although testing, inspections and certifications are under direction and at the convenience of Owner, Designers, Inspectors and AHJs, Subcontractor will endeavor to schedule and coordinate in advance so as not to adversely impact the construction schedule

10. Furnish all supplemental lighting and power as required for this scope

11. Pricing firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

- 1. Steel safety beam, sub-sills and cants
- 2. Cab flooring
- 3. Sump pit, grating & frame and pump

**UNIT PRICES**

<b>UP-01</b>	Labor Rate, regular time	<b>\$ / Hour</b>
<b>UP-02</b>	Labor Rate, after-hours/overtime time	<b>\$ / Hour</b>

**ALTERNATES**

Not Applicable



Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 21A - Fire Protection**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, sales tax, insurances, punch list, closeout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 03 – Concrete

Section 03300 Cast-in-Place Concrete (as it applies to this scope)

Division 07 - Thermal & Moisture Protection

Section 078400 Firestopping (as it applies to this scope)

Division 08 – Openings

Section 083113 Access Doors & Frames (as it applies to this scope)

Division 21 – Fire Suppression Complete Division

Division 22 – 28 Plumbing, Mechanical & Electrical (as it applies to this scope)

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds may be required for this bid scope:
  - a. Bordeaux Construction utilizes a Subcontractor Default Insurance (SDI) program for bonding subcontractors in lieu of requiring individual Payment & Performance Bonds
  - b. Base Bid assumes Bidder will qualify for participation in the SDI program; therefore, cost of payment and performance bonds are **not** to be included in the base bid price
  - c. If Bidder does not qualify for or cannot participate in the SDI program, Bidder shall provide payment and performance bonds with reimbursement of cost based upon

actual invoice. Failure to provide an invoice will result in a maximum reimbursement of 1% of the cost of work.

2. BP-01 General Inclusion Items as applicable to complete Work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. This project will utilize Building Information Modeling to facilitate the preparation of coordinated shop drawings. Participation in the BIM model is a requirement of this bid package. Reference Bid Package BP-01 General Inclusions and Exhibit M (Bid Manual Section 07) for detailed BIM requirements for this project.
5. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
6. Complete installation as outlined in the construction documents and within this scope package to include all insurances and taxes
7. Furnish all labor, material, equipment, accessories, trim, etc. to make a complete turnkey installation of all **Fire Suppression Systems** requirements:
  - a. Include all costs associated with delegated-design to include engineering, shop drawings & submittals, etc.
    - i. Provide sealed calculations and drawings by a licensed designer
    - ii. Include complete seismic design and bracing as required
    - iii. Include all necessary and required drawings, information, drawing amendments and other requirements to obtain permits
  - b. Include all main & standpipe risers, test & drain lines, zone control valves & assemblies, fire hose valves, fire riser assembly, dry-type system, water flow indicators, wall mounted FDC connection, distribution piping & heads, all permits and fees, tamper switches and relays, hangers, supports, etc. as required
    - i. Pre-action panels, when required, are to be furnished, installed and wired complete under this bid scope to include all necessary monitoring modules; BP-26A Electrical to make fire alarm connections as required
  - d. Complete site water testing of flow and pressure for verification of adequacy to meet design requirements
    - i. Notify Bordeaux Construction immediately in writing if results of testing are not adequate to support designed system
    - ii. Review available AHJ testing history for seasonal fluctuations in flow and pressure; base design upon most restrictive data
  - e. Include all backflow prevention devices as required for this scope
    - i. Provide certification for all backflow devices provided by this scope
    - ii. A representative certified in backflow prevention assembly testing in the State of North Carolina and acceptable to Owner must be employed for this work
  - f. Stainless steel heads shall be provided for all exterior and all high-humidity environments

- g. Water Alarm Bell to be electric
- h. Connection with new service main run-in to be at 12" above finished floor
- i. Include all identifications for pipe, valve, equipment, ceiling panels, etc. to include stencil painting, pipe markers, tagging, name plates, jacketing, etc.
- j. Include all escutcheons at wall and ceiling penetrations
- k. Include all concealed plates and head guards as required
- l. Include all vibration isolation and pipe expansion supports as required
- m. Include cutting acoustical ceiling tile panels for new head installation; heads to be centered. Ceiling tile will be supplied by others.
- n. Coordinate, layout, furnish & install sleeves and other penetration requirements through walls, floors and ceilings for this scope of work
  - i. Any penetration missed or incorrectly located will be corrected at subcontractor's expense
- o. Furnish all access doors & frames as required for this scope
  - i. Installation in GWB assemblies by BP-09A Drywall
  - ii. Coordinate locations of access doors prior to framing
  - iii. Label access doors as required
- p. Include all firestopping requirements for this bid scope**
  - i. Maintain fire rating of walls, partitions, ceilings and floors at pipe penetrations
- q. Include a storage device (capped PVC tube) mounted near riser for record drawings
- r. Include storage cabinet(s) with specialty tools, sprinkler heads, escutcheons, etc.
- s. Include framed valve chart mounted in riser room
- t. Provide factory testing, start-up services, commissioning testing and training as required for this scope
- u. Include all patching, sealing and firestopping of all penetrations in walls, floors, slabs, ceilings and similar assemblies created by this scope of work
- v. All penetrations through floors, ceilings and exterior walls shall be sealed watertight
- w. All materials shall be stored and staged on cribbage or dunnage
  - i. Subcontractor shall remove and clean all mud, dirt, stains, etc. from materials prior to installation
- x. Bordeaux Construction will pay for all initial Building and Trade permits
  - i. Subcontractor shall obtain and activate its respective permits
  - ii. Subcontractor shall be responsible for all re-inspection fees & associated costs

## 8. Allowances

Use of any allowance shall be as directed by Bordeaux Construction and supported with sufficient documentation as required. Any work performed without prior written authorization will be considered as a requirement to complete the scope of work in this bid package and at no cost to the project

Include an **Allowance for designated scope and quantity**, installed as directed by Bordeaux Construction and shall be based upon indicated Quantities and Unit Prices:

**Allowance #1:** Install sprinkler heads within 15' of branch lines as directed by Architect, Owner and/or AHJ, **five (5) each**

1. Include all requirements within this bid package



**Include all stated allowances as outlined within this bid scope  
Unit Prices will correspond with respective quantity allowances**

11. Inspections are required on this project
  - a. Refer to Specifications and Drawings for schedule of special inspections
  - b. Coordinate with special inspector, testing agencies, local inspectors and/or Engineer of Record as may be required
  - c. Include all associated cost to participate and support inspections
  - d. Subcontractor shall be responsible for all costs (re-testing, corrective measures, repairs, etc.) at no additional cost to the project when its installation fails compliance
  - e. Owner and/or Bordeaux Construction reserve the right to request additional testing in the event of significant or continual test failures
  - f. Coordinate with Bordeaux Construction for scheduling of inspections
12. Concrete floors are finished products; scissor lifts and other non-marking equipment may be allowed upon review of Subcontractor's erection plan with Bordeaux Construction and receipt of written authorization thereof
13. Include all necessary crews and equipment as required to facilitate construction progress
14. Pricing is firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

Not Applicable

**UNIT PRICES**

UP-01	Install one (1) sprinkler head as directed	\$ / each
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**ALTERNATES**

Not Applicable

Subcontractor Scope of Work  
Exhibit A

Pender County K-8  
Job No. 2307

**BP 22A - Plumbing**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 03 – Concrete (as it applies to this scope)

Division 07 – Thermal & Moisture Protection

Section 078400 Firestopping (as it applies to this scope)

Division 08 – Openings

Section 083113 Access Doors & Frames (as it applies to this scope)

Division 22 – Plumbing Complete

Division 31 – Earthwork (as it applies to this scope)

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds may be required for this bid scope:
  - a. Bordeaux Construction utilizes a Subcontractor Default Insurance (SDI) program for bonding subcontractors in lieu of requiring individual Payment & Performance Bonds
  - b. Base Bid assumes Bidder will qualify for participation in the SDI program; therefore, cost of payment and performance bonds are **not** to be included in the base bid price
  - c. If Bidder does not qualify for or cannot participate in the SDI program, Bidder shall provide payment and performance bonds with reimbursement of cost based upon actual invoice. Failure to provide an invoice will result in a maximum reimbursement of 1% of the cost of work.
2. BP-01 General Inclusion Items as applicable to complete Work

3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. This project will utilize Building Information Modeling to facilitate the preparation of coordinated shop drawings. Participation in the BIM model is a requirement of this bid package. Reference Bid Package BP-01 General Inclusions and Exhibit M (Bid Manual Section 07) for detailed BIM requirements for this project.
5. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
6. Complete installation as outlined in the construction documents and within this scope package to include all insurances and taxes
7. Dispose of all trash and waste materials in dumpster provided by Bordeaux Construction
8. Furnish all necessary labor, material, equipment, fixtures, hangers, supports, sleeves, floor plates, shield plates, escutcheons & trim, valves, insulation & protective covers, identification, other accessories and incidentals, etc. to make a complete installation of all **plumbing systems** requirements:
  - i. **Scheduled Plumbing Equipment and Fixtures**
    1. Refer to Construction Documents and Schedules
  - ii. **Domestic Water**
    1. Install all interior backflow devices required under this scope
      - a. Provide certification for all backflow devices installed by this scope from a representative certified in backflow prevention assembly in the State of North Carolina and acceptable to Owner
    2. Chlorination, testing and certifications on all domestic water systems
    3. Include isolation valves and tees as shown and where practical for future connections to minimize impact on facility operations
    4. Include ice maker connections at all residential refrigerator locations, whether indicated or not
    5. Include water heating controls as required
  - iii. **Domestic Sanitary Waste & Venting**
    1. Floor drains shall be provided with trap primers
    2. Include temporary protection of plumbing waste lines during construction
      - a. Cap/plug lines for temporary protection
      - b. Install solid covers in floor & trench drains as temporary protection
      - c. Verify lines are cleaned and flushed at project completion
    3. Provide under lavatory guards to comply with ADA and other requirements
    4. Furnish & install grease receptor/separator complete
  - iv. **Roof Drainage**
    1. Inclusive of piping, cleanouts, vents, drains, clamps & pans, etc.
    2. Install backwater valves where required
    3. Include connection to site utilities at cleanouts

4. Include insulation of drains & piping to prevent freezing; insulation to be plenum-rated in plenum spaces
5. Include mechanically attached insulation to roof deck under drain & sump
6. Include specialty nozzles for overflow downspout outlets

**v. Natural Gas**

1. Complete natural gas piping system to include connection to new service and final connections to all equipment
2. Include all specialty accessories, valves, pressure regulators (service, appliance, intermediate), vents, traps, labeling, concrete bases, roof pipe supports, etc.
3. Coordinate with utility company for meter installation and connection
4. Painting of piping under BP-09G Painting
5. Include all required inspections, testing and purging

**vi. Identification and Labeling**

1. Label all access doors
2. Include stencil painting, pipe markers, tagging, name plates, jacketing, etc.
3. Include "power source" labeling for all equipment

**vii. Elevator Sump Pump**

1. Include required controls
2. Include oil storage tank and associated piping and vents

**viii. Excavation, backfill and compaction**

1. Subgrade to be properly compacted, graded and left ready for others

**ix. Construction Layout**

1. Coordinate, layout and install sleeves and other requirements for this bid scope during construction of walls, floors and roof deck
2. Any penetration missed or incorrectly located will be corrected at subcontractor's expense
3. Contractor shall coordinate and assist in the layout of all house-keeping pads required for this bid package

**x. All Firestopping** requirements for this bid package

**9. Additional Requirements:**

- i. Bordeaux Construction will pay for all initial Building and Trade permits
  1. Subcontractor shall obtain and activate its respective permits
  2. Subcontractor shall be responsible for all re-inspection fees and associated costs
- ii. Motor starters, combo starters and disconnect switches for scheduled plumbing equipment are furnished and installed by BP-26A Electrical, unless otherwise specified or indicated within the Construction Documents:
  1. Items marked "Provide with Unit" shall be furnished & installed with the equipment
  2. Final electrical connections between disconnects and equipment to be made under this bid scope; coordinate with BP-26A Electrical
- iii. Subcontractor is responsible for final load-side electrical connections of all equipment provided under this scope
- iv. Include all factory testing, start-up services and training as required for this scope

1. Include cost of visits to witness factory testing for specification compliance
- v. Include final plumbing connections to all equipment, including foodservice equipment, whether furnished or installed under this bid package
- vi. Include installation of plumbing fixtures (drains, faucets, hose reels, floor sinks, etc.) provided by others as required to make a complete installation
- vii. Include caulking & sealing around perimeter of plumbing fixtures to floor or wall finishes
- viii. Include all sleeves required for this scope
- ix. Include all roof pipe supports & curbs for this scope
- x. Furnish all access doors & frames as required for this scope
  1. Installation by BP-09A Drywall; coordinate locations prior to framing
- xi. Subcontractor is responsible to coordinate submittals and installation to ensure all plumbing fixtures comply with ADA code
- xii. Include all required vibration isolation, pipe expansion supports, etc.
- xiii. Include all link seal requirements
- xiv. Include seismic design and control requirements to meet project's seismic zone
- xv. All actuators and valves shall be rated for the environmental conditions they are installed
- xvi. Include participation in mockups as required
- xvii. Furnish & install all interior floor and trench drains as shown, including but not limited to, laundry extractor trench drain, grate & lint trap, floor drains, floor sinks, floor trough, etc.
  1. For drains with angle frames set in concrete or tile, provide angle frame for installation by others
  2. Install floor drains furnished by others
- xviii. Coordinate with BP-03A, BP-07C, BP-09B & BP-09I to ensure all floor & roof drains and floor cleanouts are installed to correct elevations
  1. Coordinate location and installation requirements with floor finishes
  2. Subcontractor must be on-site during all concrete slab placements and will be responsible for ensuring floor drains and cleanouts are installed to correct elevations
- xix. Connect all plumbing systems to site utilities approximately 5' outside building
  1. Contractor is responsible for coordination with BP-31A for location, elevation and tie-in of plumbing systems
  2. Connections to be made at cleanouts
  3. Provide backwater valves as indicated
- xx. Provide sufficient manpower, materials and equipment for installing plumbing work within masonry construction. Plumbing crews must work same hours as masonry contractor during CMU installation, regardless of weather or day of the week, and in addition to other scheduled plumbing work.
- xxi. Unless noted in the "Specific Exclusions" of this bid package, provide all concrete materials as required for this scope of work
  1. Exposed concrete shall be patched & rubbed to remove surfaces defects

10. **Allowances:**

Use of any allowance shall be as directed by Bordeaux Construction and supported with sufficient documentation as required. Any work performed without prior written authorization will be considered as a requirement to complete the scope of work in this bid package and at no cost to the project

Include as **Allowances for designated scope and quantity**, installed as directed by Bordeaux Construction and shall be based upon indicated Quantities and Unit Prices:

**Allowances #1 thru #3** as indicated:

#01--Unsuitable soils (Trench) remove & dispose <b>OFF-SITE</b>	<b>100 CY</b>
#02--Replacement of unsuitable soils (Trench) with select import fill	<b>100 CY</b>
#03--Replacement of unsuitable soils (Trench) with #57 stone	<b>100 CY</b>

- a. Allowances shall include all associated cost for purchase of materials, transportation, placement, compaction and quantity verification
- b. Allowances to include all requirements outlined within this bid package

**Include all stated allowances as outlined within this bid scope  
Unit Prices will correspond with respective quantity allowances**

11. Inspections are required on this project

- a. Refer to Specifications and Drawings for schedule of special inspections
- b. Coordinate with special inspector, testing agencies, local inspectors and Engineer of Record as may be required
- c. Include all associated cost to participate and support inspections
- d. Subcontractor shall be responsible for all costs (re-testing, corrective measures, repairs, etc.) at no additional cost to the project when its installation fails compliance
- e. Owner and Bordeaux Construction reserve the right to request additional testing in the event of significant or continual test failures
- f. Coordinate with Bordeaux Construction for scheduling of inspections
- g. Perform quality control testing to demonstrate compliance with contract documents in advance of inspections and 3rd-party testing

12. Concrete floors are finished products; scissor lifts and other non-marking equipment may be allowed upon review of Subcontractor's erection plan with Bordeaux Construction and receipt of written authorization thereof

13. Inspect all conditions for suitability to receive work under this scope prior to starting work

- a. Advise Bordeaux Construction immediately in writing of any deficiencies or issue
- b. Commencement of work guarantees acceptance of conditions

14. Daily clean-up of all trash and debris caused by this work

15. Include all necessary crews and equipment as required to facilitate construction progress

16. Pricing is firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

- 1. Temporary and permanent water usage costs

2. Housekeeping pads
3. Metal deck cutting for roof drains

**UNIT PRICES**

<b>UP-01</b>	Unsuitable soils (Trench) remove and dispose <b>OFF-SITE</b>	<b>\$ / CY</b>
<b>UP-02</b>	Replacement of unsuitable soils (Trench) with select import fill	<b>\$ / CY</b>
<b>UP-03</b>	Replacement of unsuitable soils (Trench) with #57 stone	<b>\$ / CY</b>

**ALTERNATES**

Not Applicable

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 23A – HVAC / Mechanical**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR’S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 07 – Thermal and Moisture Protection

Section 078400 Firestopping (as it applies to this scope)

Division 08 – Openings

Section 083113 Access Doors & Frames (as it applies to this scope)

Section 089100 Louvers

Division 22 – Plumbing (as it applies to this scope)

Division 23 – Mechanical

Division 26 – Electrical (as it applies to this scope)

Division 27 – Communications (as it applies to this scope)

Division 28 – Electronic Safety & Security (as it applies to this scope)

Division 31 – Earthwork (as it applies to this scope)

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds may be required for this bid scope:
  - a. Bordeaux Construction utilizes a Subcontractor Default Insurance (SDI) program for bonding subcontractors in lieu of requiring individual Payment & Performance Bonds
  - b. Base Bid assumes Bidder will qualify for participation in the SDI program; therefore, cost of payment and performance bonds are **not** to be included in the base bid price



- c. If Bidder does not qualify for or cannot participate in the SDI program, Bidder shall provide payment and performance bonds with reimbursement of cost based upon actual invoice. Failure to provide an invoice will result in a maximum reimbursement of 1% of the cost of work.
2. BP-01 General Inclusion Items as applicable to complete Work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. This project will utilize Building Information Modeling to facilitate the preparation of coordinated shop drawings. Participation in the BIM model is a requirement of this bid package. Reference Bid Package BP-01 General Inclusions and Exhibit M (Bid Manual Section 07) for detailed BIM requirements for this project.
5. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
6. Complete installation as outlined in the construction documents and within this scope package to include all insurances and taxes
7. Dispose of all trash and waste materials in dumpster provided by Bordeaux Construction
8. Furnish all labor, material, equipment, sleeves, pumps, piping, ductwork, insulations, protective coverings, identifications, controls systems, associated conduit & conductors, devices, supports, hangers, angles, Unistrut, anchors bolts, accessories and other incidentals, etc. to make a complete installation of all **mechanical systems** requirements:
  - i. **Scheduled mechanical equipment**
    1. Refer to Construction Documents and Schedules
    2. Include exterior (site) hydronic piping for Chilled Water system
    3. Include Chemical Treatment system
  - ii. **Ductwork**
    1. Install duct detectors provided by BP-26A Electrical; coordinate location and installation with electrician and fire alarm contractors
    2. Furnish & install all access doors for dampers, duct detectors, etc.
  - iii. **Unit heaters**
    1. Furnish & install all unit, duct and electric baseboard heaters
    2. Furnish & install all control wiring and thermostats
    3. Electrical connections under BP-26A
  - iv. **Grilles, Registers & Diffusers**
    1. Include additional wire supports for grilles, dampers, etc. as required to meet code
    2. Wires to be supported only from structure
    3. Do not attach wires to supports intended for equipment (duct, pipe, grilles, etc.) or light fixtures
  - v. **Roof curbs**, duct supports, equipment supports, pipe supports, roof sleeves, vents, etc.:

1. Coordinate locations & sizes of roof curbs with other trades
  2. Include all cutting requirements for roof deck openings
  3. Install wood blocking as required under curbs, supports, etc.
  4. Curbs to be seismic designed as required
  5. Insulate space between deck and unit as required
  6. Curbs to be of sufficient height to provide a minimum clearance of 12" between finished roof surface and roof equipment
  7. Secure all roof-mounted equipment as required
- vi. **Louvers, Vents and Dampers** (manual, balancing, smoke/fire, motorized, backdraft, etc.):
1. Furnish & install all fixed louvers
  2. Install all motorized dampers and motorized louvers are furnished by BP-23C HVAC Controls
  3. Include sheetmetal flashings, trim, blank panels, caulking, sealants, etc. as required
  4. Provide custom color as selected by Designer at no cost to the project
  5. Louvers in doors provided under others
- vii. **Condensate drains** (piping, pans, pipe supports, splash blocks, etc.) for equipment provided
- i. **Dryer & Kiln venting**
    1. Include vent box, duct, wall cap, roof vent, fan, etc.
    2. Connect to equipment installed by others
  - ii. **Kitchen Hood Exhaust Fans**
    1. Include all duct (grease, chimney, double-wall, welded) requirements
    2. Coordinate with BP-26A for equipment disconnects and shut-offs
    3. Include all testing requirements for Kitchen Hood
      - a. Include pre-testing of fans prior to final acceptance tests
      - b. Include three (3) Acceptance tests as part of base bid
      - c. Retesting costs shall be borne by this Subcontractor at no additional cost to the project
  - iii. **Heat trace**
    1. Controllers to be sized for actual heat trace installed
    2. Coordinate circuit amperage requirements with BP-26A Electrical prior to conduit rough-in
    3. Any cost to upsize conduit, conductors or circuit breakers after rough-in or ordering of electrical equipment resulting from Subcontractor's failure to timely coordinate will be borne by Subcontractor at no additional cost to project
  - iv. **Identification and labeling**
    1. Label all access doors
    2. Include stencil painting, pipe markers, tagging, name plates, jacketing
    3. Include "power source" labeling for all equipment
    4. Include all conductor, conduit & raceway identification requirements
    5. Provide permanent color pigmented conduit in all areas above ceiling
  - v. **Delegated-design**

1. Include all associated cost to provide design, submittals, engineered sealed drawings, etc. as required for this scope of work
  2. Drawings to be signed & sealed by a Professional Engineer licensed in NC
  - vi. **Excavation, backfill and compaction**
    1. Subgrade to be properly compacted, graded and left ready for others
  - vii. **Firestopping**
  - viii. **Construction Layout**
    1. Coordinate, layout & install sleeves, dampers and other requirements for mechanical penetrations thru floors, walls and roof deck
    2. Coordinate & assist in layout of all framed-openings required for mechanical penetrations in elevated slabs and roof decks
    3. Any penetration or framed-opening missed or incorrectly located will be corrected at subcontractor's expense
    4. Coordinate & assist in layout of all concrete housekeeping and equipment pads required for this bid scope; pads provided by others
9. **Additional Requirements:**
- a. Bordeaux Construction will pay for all initial Building and Trade permits
    - i. Subcontractor shall obtain and activate its respective permits
    - ii. Subcontractor shall be responsible for all re-inspection fees & associated costs
  - b. Furnish & install all electrical requirements outlined in the mechanical specifications, unless otherwise specified or indicated within the Construction Documents:
    - i. Motor starters, combo starters and disconnect switches for scheduled mechanical equipment are furnished by BP-23C HVAC Controls and installed by BP-26A Electrical, unless otherwise specified or indicated within the Construction Documents:
      1. Items marked "Provide with Unit" shall be furnished & installed with the equipment
      2. Disconnects for chillers are furnished with the equipment and installed by BP-26A Electrical
      3. Final electrical connections between disconnects and equipment to be made under this bid scope; coordinate with BP-26A Electrical
    - ii. Power wiring associated with equipment that is not specifically shown on electrical drawings shall be provided under this bid scope
    - iii. Subcontractor is responsible for final load-side electrical connections of all equipment provided under this scope
  - c. All controls, VFD/VSDs, interlock & low voltage wiring, interconnect wiring and raceways between control panel and scheduled equipment, thermostats, devices, etc. are furnished & installed under BP-23C HVAC Controls
  - d. Include final mechanical connections to all equipment, whether furnished or installed under this bid package
  - e. Provide factory testing, start-up services and training as required for this scope
    - i. Include cost of visits to witness factory testing for specification compliance
  - f. Furnish all access doors & frames as required for this scope
    - i. Installation in GWB assemblies by BP-09A Drywall
    - ii. Coordinate locations of access doors prior to framing

- iii. Label access doors as required
- g. Protect ductwork from infiltration of dust & debris
  - i. Clean ductwork as required prior to testing and Owner acceptance
  - ii. Duct must be sealed when delivered and stored on dunnage
  - iii. Installed duct must be sealed at the end of each day
  - iv. Bordeaux Construction reserves the right to reject any un-protected duct
- h. Include all required vibration isolation, pipe expansion supports, etc.
- i. Include seismic design and bracing as required to meet project's seismic zone
- j. Clean, prepare, prime and paint all piping, ductwork, conduit, steel supports, hangers and other items installed under this scope in accordance with contract requirements
- k. Furnish & install all sleeves for this bid package
- l. Include all flushing, chlorination, testing and certification of systems as required
- m. Include participation in mock-ups as required
- n. Actuators & valves shall be rated for the environmental conditions they are installed
- o. Subcontractor shall submit a record of all mechanical system and equipment maintenance performed between System Start-up and Owner acceptance
  - i. Failure to do so will delay payments after 90% completion
  - ii. If no maintenance occurred, submit letter stating such
- p. Provide, maintain and remove temporary filter media on all return air ducts and grilles during construction
  - i. Replace media when dirty or as directed by Bordeaux Construction
- q. Include all temporary and new permanent filters as required
  - i. Replace permanent filters immediately prior to substantial completion
  - ii. Verify completion in writing to Bordeaux Construction
- r. Include all cost associated with extending warranties so the warranty requirement from the date of Owner Acceptance is maintained
- s. Coordinate with Commissioning Agent; participate in all commissioning activities and processes as necessary; comply with all requirements
- t. Coordinate work such that all systems (equipment, ductwork, controls, FA, etc.) are ready for HVAC equipment startup to establish building climate control prior to scheduled start of interior finishes
- u. Coordinate all equipment to fit through doors
  - i. Advise Bordeaux Construction in writing during submittals of any conflict
  - ii. Cost associated with enlarging door openings after construction as a result of Subcontractor's failure to timely advise Bordeaux Construction shall be borne by this Subcontractor at no cost to the project
- v. Include all core drilling and cutting for any required penetration or opening
- w. Broom clean roof after each day working on roof
  - i. Subcontractor will be responsible for roof damage and/or discoloration from metal shavings or fasteners left on roof associated with its work
- x. Furnish & install all backflow prevention devices as required for this scope
  - i. Provide certification for all backflow devices installed by this scope
  - ii. A representative certified in backflow prevention assembly in the State of North Carolina and acceptable to Owner must be employed for this work

- y. Include all associated cost to **assist and support** 3<sup>rd</sup>-Party spray testing conducted by Owner
  - z. Include all “local” dewatering measures as required for this work
10. Inspections are required on this project
    - a. Refer to Specifications and Drawings for schedule of special inspections
    - b. Coordinate with special inspector, testing agencies, local inspectors and/or Engineer of Record as may be required
    - c. Include all associated cost to participate and support inspections
    - d. Subcontractor shall be responsible for all costs (re-testing, corrective measures, repairs, etc.) at no additional cost to the project when its installation fails compliance
    - e. Owner and/or Bordeaux Construction reserve the right to request additional testing in the event of significant or continual test failures
    - f. Coordinate with Bordeaux Construction for scheduling of inspections
    - g. Perform quality control testing to demonstrate compliance with contract documents in advance of inspections and 3<sup>rd</sup>-party testing
  11. Concrete floors are finished products; scissor lifts and other non-marking equipment may be allowed upon review of Subcontractor’s erection plan with Bordeaux Construction and receipt of written authorization thereof
  12. Inspect all conditions for suitability to receive work under this scope prior to starting work
    - a. Advise Bordeaux Construction immediately in writing of any deficiencies or issue
    - b. Commencement of work guarantees acceptance of conditions
  13. Daily clean-up of all trash and debris caused by this work
  14. Include all necessary crews and equipment as required to facilitate construction progress
  15. Pricing is firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

1. Building Automation System and Controls
2. Certified Testing, Adjusting & Balancing
3. Temporary and permanent electrical usage costs
4. Kitchen Hood
5. Housekeeping and exterior equipment pads

**UNIT PRICES**

Not applicable

**ALTERNATES**

Not applicable

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 23C – HVAC Controls**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR’S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 07 – Thermal and Moisture Protection

Section 078400 Firestopping (as it applies to this scope)

Division 08 – Openings

Section 089100 Louvers (as it applies to this scope)

Division 22 – Plumbing (as it applies to this scope)

Division 23 – Mechanical (as it applies to this scope)

Section 230900 Building Automation System (Complete)

Section 230993 Sequence of Control for HVAC (Complete)

Division 26 – Electrical (as it applies to this scope)

Division 28 – Electronic Safety and Security (as it applies to this scope)

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds may be required for this bid scope:
  - a. Bordeaux Construction utilizes a Subcontractor Default Insurance (SDI) program for bonding subcontractors in lieu of requiring individual Payment & Performance Bonds
  - b. Base Bid assumes Bidder will qualify for participation in the SDI program; therefore, cost of payment and performance bonds are **not** to be included in the base bid price
  - c. If Bidder does not qualify for or cannot participate in the SDI program, Bidder shall provide payment and performance bonds with reimbursement of cost based upon

actual invoice. Failure to provide an invoice will result in a maximum reimbursement of 1% of the cost of work.

2. BP-01 General Inclusion Items as applicable to complete Work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. This project will utilize Building Information Modeling to facilitate the preparation of coordinated shop drawings. BIM modeling is **not** a requirement of this bid package; however, participation in BIM coordination meetings as required for the purpose of coordination with other trades is a requirement.
5. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
6. Complete installation as outlined in the construction documents and within this scope package to include all insurances and taxes
7. Dispose of all trash and waste materials in dumpster provided by Bordeaux Construction
8. The following is a general outline of the items specifically included, but not limited to, in this bid scope:
  - a. Complete **Building Automation System and Controls** requirements:
    - i. All equipment, identification, associated conduit & conductors, devices, sleeves, supports, hangers, angles, Unistrut, anchors bolts, etc.
    - ii. All cabling to be Plenum-rated
    - iii. All necessary relays and monitoring modules for communication with and monitoring of equipment and other systems
    - iv. All controls, interlock & low voltage wiring and raceways between control panel and mechanical equipment, air terminal units, fans & ventilators, heaters, motorized dampers and louvers, thermostats, devices, etc.
      1. Motorized dampers and motorized louvers are furnished under this bid package and installed under BP-23A HVAC
      2. Louver blank-off panels by BP-23A HVAC; coordinate as necessary
      3. Fixed louvers are furnished and installed under BP-23A HVAC
    - v. All factory testing, start-up services and training
    - vi. All VFD/VSDs, interconnect wiring, controls, etc. as required for scheduled mechanical equipment:
      1. Provide and maintain temporary filter media on all VFD/VSDs during construction to protect from dust infiltration until Owner acceptance; remove media and clean VFD/VSDs at Owner Acceptance
      2. Replace filter media when dirty or as directed by BCC
  - b. Complete **delegated-design** requirements for this scope of work
    - i. Include all costs for design, engineering, shop drawings, submittals, etc.
    - ii. Furnish engineering calculations and drawings stamped and sealed by a Professional Engineer licensed in North Carolina

- c. Complete **Construction Layout** for this scope of work
  - i. Coordinate, layout and install sleeves and other requirements for penetrations thru floors, walls and roof during course of construction
    - 1. Any penetration missed or incorrectly located will be corrected at subcontractor's expense
- d. Complete **Firestopping** requirements for this scope of work
- e. **Additional Requirements:**
  - i. Bordeaux Construction will pay for all initial Building and Trade permits
    - 1. Subcontractor shall obtain and activate its respective permits
    - 2. Subcontractor shall be responsible for all re-inspection fees and associated costs
  - ii. Motor starters, combo starters and disconnect switches for scheduled mechanical equipment are furnished under this bid scope and installed by BP-26A Electrical, unless otherwise specified or indicated within the Construction Documents:
    - 1. Items marked "Provide with Unit" shall be furnished & installed with the equipment
    - 2. Disconnects for chillers are furnished with the equipment and installed by BP-26A Electrical
    - 3. Final electrical connections between disconnects and controls equipment to be made under this bid scope; coordinate with BP-26A Electrical
  - iii. Subcontractor is responsible for final load-side electrical connections of all equipment provided under this scope
  - iv. Coordinate locations of auxiliary control panels during BIM review and prior to wall rough-ins with BP-26A Electrical for power source requirements
  - v. Access doors are furnished and installed by others
    - 1. Location of access doors shall be coordinated prior to starting wall framing
    - 2. Label all access doors as required
  - vi. Include seismic design and bracing as required to meet project's seismic zone
  - vii. Clean, prepare, prime and paint all conduit, steel supports, hangers and other items installed under this scope in accordance with contract requirements
    - 1. Touch-up painting and galvanizing as necessary
  - viii. Include all sleeve requirements for this scope
  - ix. Include participation in mock-ups as required
  - x. Include all identification and labeling requirements for this bid scope
    - 1. All "power source" labeling for equipment installed under this scope
    - 2. All controls' conductor and conduit identification requirements
    - 3. Provide permanent color pigmented conduit in all areas above ceiling
    - 4. Conduits & boxes are to be color-coded
    - 5. Color-coding of supports may be required
  - xi. Actuators and valves shall be rated for the environmental conditions they are installed
  - xii. Subcontractor shall submit a record of all system maintenance performed between System Start-up and Owner acceptance
    - 1. Failure to do so will delay payments after 90% completion



2. If no maintenance occurred, submit letter stating such
  - xiii. Include all cost associated with extending warranties so the warranty requirement from the date of Owner Acceptance is maintained
  - xiv. Coordinate with Commissioning Agent; participate in all commissioning activities and processes as necessary; comply with all requirements
  - xv. Coordinate work such that all systems (equipment, ductwork, controls, FA, etc.) are ready for HVAC equipment startup to establish building climate control prior to scheduled start of interior finishes
  - xvi. Include all cost associated with demonstration of specification compliance to include associated repairs
    1. Subcontractor shall be responsible for all costs (re-testing, corrective measures, repairs, etc.) at no additional cost to the project when its installation fails to meet compliance
    2. Owner and Bordeaux Construction reserve the right to request additional testing in the event of significant or continual test failures
    3. Coordinate with Bordeaux Construction for scheduling of inspections
  - xvii. Include all associated cost to **assist and support** 3<sup>rd</sup>-Party spray testing conducted by Owner
    1. Assistance is required **only** if mechanical equipment needs “controls” to operate during testing
  - xviii. Include core drilling and saw cutting for penetrations made under this bid scope
  - xix. Broom clean roof after each day working on roof
    1. Subcontractor will be responsible for roof damage and/or discoloration from metal shavings or fasteners left on roof associated with its work
  - xx. Provide sufficient manpower for running of control raceway within masonry construction. Control raceway crews must work same hours as masonry contractor during masonry installation, regardless of weather, and in addition to requirements to meet other scheduled controls/mechanical work
9. Inspections are required on this project
- a. Refer to Specifications and Drawings for schedule of special inspections
  - b. Coordinate with special inspector, testing agencies, local inspectors and Engineer of Record as may be required
  - c. Include all associated cost to participate and support inspections
  - d. Subcontractor shall be responsible for all costs (re-testing, corrective measures, repairs, etc.) at no additional cost to the project when its installation fails to meet compliance
  - e. Owner and/or Bordeaux Construction reserve the right to request additional testing in the event of significant or continual test failures
  - f. Coordinate with Bordeaux Construction for scheduling of inspections
10. Concrete floors are finished products; scissor lifts and other non-marking equipment may be allowed upon review of Subcontractor’s erection plan with Bordeaux Construction and receipt of written authorization thereof
11. Inspect all conditions for suitability to receive work under this scope prior to starting work
- a. Advise Bordeaux Construction immediately in writing of any deficiencies or issue
  - b. Commencement of work guarantees acceptance of conditions
12. Daily clean-up of all trash and debris caused by this work

13. Include all necessary crews and equipment as required to facilitate construction progress
14. Pricing is firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

1. Fixed louvers

**UNIT PRICES**

Not Applicable

**ALTERNATES**

**Alternate #1, Owner Preferred Brand – BAS Controls manufacturer, if selected by Owner**, shall include any specific or special requirements, above and beyond that of the base bid, to support the indicated scope of work:

**Base Bid:** Provide all requirements within this bid package to construct a complete BAS system as outlined in the Contract Documents

**Alternate:** Provide all requirements within this bid package to construct a complete BAS system using **Engineered Controls Solutions (ECS)** as outlined in the Contract Documents

If there is no cost difference between Base Bid and Alternate, then Alternate #1 bid shall be “No Cost”; otherwise, indicate the net cost difference to provide Alternate scope

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 23D – HVAC Test & Balance**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR’S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Section 014520 Testing, Adjusting & Balancing for HVAC

Division 22 – Plumbing (as it applies to this scope)

Division 23 – Mechanical (as it applies to this scope)

Division 26 – Electrical (as it applies to this scope)

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds are **not** required for this bid scope:
2. BP-01 General Inclusion Items as applicable to complete Work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
5. Complete installation as outlined in the construction documents and within this scope package to include all insurances and taxes

6. The following is a general outline of the items specifically included, but not limited to, in this bid scope:
  - a. Complete **Certified Testing, Adjusting & Balancing** requirements
    - i. All air, hydronic and life-safety systems installed under BP-23A HVAC
    - ii. All domestic water systems installed under BP-22A Plumbing
    - iii. All submittal requirements
    - iv. All associated trade submittal review requirements
    - v. All reporting requirements [Document Review, Submittal Review, TAB Plan, Test & Inspection Reports, Initial Certified TAB Reports and Final Certified TAB Report]
      1. Measure and record all pressure differentials across smoke control zones as part of Test and Balance Report
      2. Include prompt documentation to Bordeaux Construction of all inspections and noted deficiencies; include items which may hinder a successful TAB effort
    - vi. All associated costs to conduct and participate in inspections
    - vii. All associated costs to verify and adjust TAB work during seasonal periods (near-peak summer and winter conditions)
    - viii. All associated costs to verify and adjust TAB work at 90 days post-acceptance
  - b. Participation in all meetings and conferences
  - c. Coordinate work with respective trades, Commissioning Agent and Bordeaux Construction
7. Include all necessary crews and equipment as required to facilitate construction progress
8. Pricing is firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

Not Applicable

**ALLOWANCES**

Not Applicable

**UNIT PRICES**

Not Applicable

**ALTERNATES**

Not Applicable

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 26A - Electrical**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, closeouts and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements	
Division 03 – Concrete	(as it applies to this scope)
Division 06 – Wood, Plastics & Composites	
Section 061000    Rough Carpentry	(as it applies to this scope)
Division 07 – Thermal & Moisture Protection	
Section 078400    Firestopping	(as it applies to this scope)
Division 08 – Openings	(as it applies to this scope)
Division 11 – Equipment	(as it applies to this scope)
Division 21 – 23 Fire Suppression, Plumbing & Mechanical	(as it applies to this scope)
Division 26 – Electrical	Complete
Division 27 – Communications	Complete
Division 28 – Electronic Safety and Security	Complete
Division 31 – 33 Earthwork, Exterior Improvements & Utilities	(as it applies to this scope)

All Related Sections/Requirements referenced within each Division and/or Section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds may be required for this bid scope:

- a. Bordeaux Construction utilizes a Subcontractor Default Insurance (SDI) program for bonding subcontractors in lieu of requiring individual Payment & Performance Bonds
  - b. Base Bid assumes Bidder will qualify for participation in the SDI program; therefore, cost of payment and performance bonds are **not** to be included in the base bid price
  - c. If Bidder does not qualify for or cannot participate in the SDI program, Bidder shall provide payment and performance bonds with reimbursement of cost based upon actual invoice. Failure to provide an invoice will result in a maximum reimbursement of 1% of the cost of work.
2. BP-01 General Inclusion Items as applicable to complete Work
  3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
  4. This project will utilize Building Information Modeling to facilitate the preparation of coordinated shop drawings. Participation in the BIM model is a requirement of this bid package. Reference Bid Package BP-01 General Inclusions and Exhibit M (Bid Manual Section 07) for detailed BIM requirements for this project.
  5. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
    - a. OSHA Safety measures shall be required and implemented
    - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
  6. Complete installation as outlined in the construction documents and within this scope package to include all insurances and taxes
  7. Dispose of all trash in dumpster provided by Bordeaux Construction (BCC)
  8. The following is a general outline of the items specifically included, but not limited to, in this bid scope:
    - a. Complete **Electrical Power Distribution Systems** requirements
      - i. Switchgear, Switchboards, Transformers, ECBs, Switches
      - ii. Panelboards, conduit, conductors, devices, trims, cable tray
      - iii. Surge/Suppression Protection
      - iv. Grounding and Bonding
      - v. Lighting and power relay panels
      - vi. Include all power and low voltage requirements for powered doors
        1. Include coordination with each door installer
        2. Final operation of each door is the sole responsibility of the installer
      - vii. Factory testing, start-up services, commissioning testing and training as required for this scope
        1. Include all associated costs of required visits to witness factory testing for specification compliance
      - viii. Coordinate with BAS to support power metering as required
      - ix. Install conduit, back boxes, pull strings, etc. to support equipment installed by others
    - b. Complete **Coordination Studies** requirements

- i. All delegated-design and scope requirements for providing the Overcurrent Protective Device Coordination Study, Fault-Current Study, Equipment Evaluation Report and Arc-Flash Analysis Study
- ii. All arc-flash labeling requirements
- iii. All Overcurrent Protective Device testing and report
- iv. Provide copy of utility company's calculated maximum available fault current at service connection point
- v. Verify equipment fault current interrupting capacity requirements prior to ordering electrical distribution equipment; provide documentation to BCC
- c. Complete **Lighting and Controls** requirements
  - i. Furnish & install all raceway, wiring, cabling, devices, relays, controllers, panels, fixtures, etc. for interior and exterior lighting systems
    - 1. Site lighting for parking, drives and general areas by utility service provider
    - 2. Verify exterior photometric design after installation
    - 3. Include all required conduit, raceway, hand-holes, wiring and pole bases for site lighting as required
  - ii. Include electrical enclosures for lighting controls as required
  - iii. Use non-marking or non-staining hand protection when handling and cleaning fixtures
  - iv. Clean fixtures prior to Final Acceptance
  - v. Make final adjustments to timing switches and sensors as required
  - vi. Include all requirements to interconnect lighting controls and BAS
  - vii. Include Occupancy Adjustments requirements
    - 1. Include two after-hours visits for this purpose
- d. Complete **Cable Tray** requirements
  - i. Furnish & install all cable tray as outlined in construction documents
- e. Complete **Fire Alarm system** requirements
  - i. Furnish & install all equipment, raceways, wiring & devices for a complete Fire Alarm system inclusive of control, graphics and remote annunciator panels (FACP, FAGP & FAAP)
  - ii. All fire alarm wiring for tamper, flow, duct detectors, etc. shall be wired into fire alarm system under this bid package
  - iii. Furnish all necessary fire alarm devices (detectors, switches, sensors, etc.) for installation by others; coordinate as required
  - iv. Include all modules, switches, relays, etc. necessary to interface FA System with other systems as required
  - v. Provide framed Device Map
- f. Complete **Communication Systems** requirements
  - i. Scope includes data/telecom, wireless clock, intercom/PA, and area of rescue systems
  - ii. Furnish & install all equipment, raceway, wiring, cabling & devices for a complete installation; include connection to devices
  - iii. Include telecommunication room equipment racks & cabinets, cable tray, cable support, power strips, grounding and UPS

- iv. Network switches and final connections by Owner
- g. Complete **Security Systems rough-in** requirements
  - i. Scope includes intrusion detection, door access control and CCTV systems
  - ii. Furnish & install all necessary raceway, pull strings, boxes & covers and cabling for a complete rough-in installation
  - iii. Equipment, cameras, card-readers, devices, labeling, etc. will be installed by Owner
  - iv. Provide framed/laminated Zone Lists & Device Maps as required
- h. Complete **Audiovisual System** requirements
  - i. Furnish & install all equipment, racks, UPS, raceway, wiring, cabling & devices for a complete installation
  - ii. Provide first year quarterly assurance visits
- i. Complete **Emergency Generator and Automatic Transfer Switch** requirements
  - i. Furnish & install all requirements for emergency generator
  - ii. Include all testing, training, training, O&M information, etc. requirements
  - iii. Provide all required fuel for generator testing including initial generator testing, building testing under generator power, commissioning under generator power, A/E inspection, and generator exercising as may be required through Owner Acceptance
  - iv. Include full tank of fuel upon Owner Acceptance; notify BCC in writing
  - v. Generator pad constructed under BP-03A Concrete
    - 1. Coordinate underground rough-in
    - 2. Coordinate pad size, layout, reinforcing and other manufacturer or local utility requirements
    - 3. Furnish all required embeds and anchors
- j. Complete **Generator Docking Station and Transfer Switch** requirements
- k. Complete **Emergency Radio Communication Enhancement System (RF-BDA)** requirements
  - i. Include all associated cost to design an ERCES to achieve the desired coverage
    - 1. Provide complete delegated-design documents
    - 2. Design must support VIPER network 700 & 800 MHz frequencies
    - 3. System shall be coordinated and integrated with Fire Alarm System
    - 4. Provide complete submittal information (device & equipment product data, shop drawings, design calculations, etc.)
  - ii. Include all associated cost to furnish & install all equipment, raceway, wiring, cabling & devices, sleeves, pull-strings, etc. for a complete ERCES installation
    - 1. Provide system compliance and acceptance documentation (Proof of Performance Report, NFPA 72 & IFC510 documents, etc.)
    - 2. Provide complete closeout documentation
    - 3. All cabling must be plenum-rated
    - 4. Include a weatherhead for roof installation
    - 5. Include grounding of roof antenna
    - 6. Weathertight flashings provided by others
    - 7. All necessary permits for this system as part of this bid scope
- l. Complete **fire-rated plywood backboard** requirements for this scope of work



- m. Complete **Firestopping** requirements for this scope of work
- n. Complete **Site Electrical work** requirements
  - i. All concrete duct bank requirements
    - 1. Include cost to excavate, form & place concrete
    - 2. Include red-color concrete and warning tape with detection wire
  - ii. All transformer pad requirements
    - 1. All conduit and pull strings for utility company to connect with transformers, ductbank, etc.
    - 2. Transformer pad furnished and installed by BP-03A Concrete
      - a. Coordinate transformer pad requirements with utility provider
  - iii. All raceways & spares, ductbank, handholds, conductors, etc. for:
    - 1. Secondary service from utility transformer to Main Electrical Room
    - 2. Secondary service from utility transformer to Generator
    - 3. Generator to Main Electrical Room
  - iv. All raceways, wiring and tamper switches to BFP/RPZD and PIV
  - v. Provide power to utility hot boxes for heat tape & heaters
  - vi. All pull strings, innerduct and other accessories as required for this scope
  - vii. All underground sleeves required for crossing pavements and gravel drives
    - 1. Include sleeving requirements for utility company
  - viii. All raceways & spares, ductbank, handholds, etc. for:
    - 1. Primary service from property entrance to utility transformer
    - 2. Telecom/fiber service from property entrance to Telecom Rooms
    - 3. Coordinate with utility companies as required
- o. Complete **Lightning Protection system** requirements
  - i. Include delegated-design and layout
  - ii. Include protection ground inspection points
  - iii. Include UL Master Label and Certificate of Inspection
  - iv. Include LPI System Certification
- p. Complete **delegated-design** requirements for this scope of work
  - i. Include all associated cost to provide design, submittals, engineered sealed drawings, etc.
  - ii. Drawings to be stamped and sealed by a Professional Engineer licensed in NC
- q. Complete **Construction Layout** requirements
  - i. Complete layout of all electrical equipment, panelboards, conduits, underground, in-wall rough-in, etc. as required for this scope of work
  - ii. Coordinate, layout & install sleeves for electrical penetrations through floors, walls and roof decks
  - iii. Any penetration missed or incorrectly located will be corrected at subcontractor's expense
- r. Complete **Temporary Construction Electrical Service** requirements
  - i. Provide temporary power and hookup to the BCC Field Offices and Meeting trailers as coordinated with Bordeaux Construction
    - 1. Install temporary power to office trailer as early as possible
    - 2. Include all associated cost for initial installation, temporary electrical permit, meter pole and base, maintenance and removal

- 3. Temporary usage costs are excluded from this bid scope
- ii. Furnish, install, maintain & remove temporary electrical services to each work area as directed by Bordeaux Construction
  - 1. Provide 3-phase service to support elevator start-up and enhance temporary power distribution throughout the building
  - 2. Temporary power panels to have all GFCI breakers
  - 3. Coordinate routing of underground conduit for temporary electrical with Bordeaux Construction and BP-31A Site Turnkey
  - 4. Review weekly to ensure safety compliance
  - 5. Conduct GFCI testing daily and document in field report to BCC
  - 6. Panels shall be located such that any building area is reachable by a 100' extension cord
- s. Complete **Temporary Construction Lighting** requirements
  - i. Furnish, install & maintain all temporary lighting for construction
    - 1. Temporary lighting shall be minimum 10 fc; maintain minimum light levels throughout the project
  - ii. Review weekly to ensure safety compliance
  - iii. Remove lighting as directed by Bordeaux Construction
- t. Complete **Labeling and Identification** requirements
  - i. Include all electrical power distribution systems
  - ii. Include all systems installed under this bid package
  - iii. Include all devices installed under this bid package
  - iv. Include all raceway & conductors installed under this bid package
  - v. Provide permanent color-pigmented conduit in all areas above ceiling and exposed (not scheduled to paint by others); do not use vinyl identification
  - vi. Include all access doors
- u. Complete **Testing** requirements
  - i. Provide all required testing and record documentation to include, but not limited to:
    - 1. Conductor and Megger testing
    - 2. Grounding & Bonding
    - 3. Switchgear
    - 4. Transformers
    - 5. All Transfer Switches
    - 6. Generator & docking station
    - 7. Load Bank testing
    - 8. Ground Fault, Arc Flash and Short-Circuit Studies
    - 9. Communications backbone & horizontal cabling
    - 10. Emergency Lighting
    - 11. Lighting and Controls
    - 12. GFCI/GFEP circuit function
    - 13. Fire Alarm System
    - 14. Smoke Control System
    - 15. Communication Systems
    - 16. Emergency Radio Communication Enhanced System (BDA/DAS)

- 17. Infrared scanning as required for this scope of work
- 18. Other systems as required to document operational status
- ii. Provide NFPA 72 and NFPA 110 testing certifications prior to scheduling architect/engineer walkthroughs

**v. Allowances**

- i. Include all stated allowances outlined within this bid package**
- ii. Unit Prices will correspond with respective quantity allowances**

**Additional Requirements:**

- a. Bordeaux Construction will pay for all initial Building and Trade permits
  - i. Subcontractor shall obtain and activate its respective permits
  - ii. Subcontractor shall be responsible for all re-inspection fees & associated costs
- b. Include all excavation, backfill and compaction requirements for this bid scope
  - i. Subgrade to be properly compacted, graded and left ready for others
- c. Provide sufficient manpower, materials and equipment for installing electrical raceway within masonry construction. Electrical crews must work same hours as masonry contractor during CMU installation, regardless of weather or day of the week, and in addition to other scheduled electrical work.
- d. Full compliance with underground location requirements as required by law
  - i. Provide Bordeaux Construction NC811 locate ticket numbers prior to starting work
  - ii. Notify Bordeaux Construction in writing of any conflicts with proposed work prior to commencement of work
- e. Include all seismic control requirements for this bid scope
- f. Include all core drilling and saw cutting for penetrations as required
- g. Coordinate work such that building permanent power and distribution wiring are ready for HVAC equipment startup to establish building climate control. Ensure permanent lighting systems are ready at the time of starting interior finishes.
- h. Include all grounding and bonding work (bonding to foundation, fire suppression, electrical static dissipative (ESD) tile, fencing, etc.) with associated test reports as required for the project
- i. Provide power to all equipment furnished by others including, but not limited to, Fire Suppression, Plumbing, HVAC, Food Service, Kitchen Hood, Laundry and Divisions 8, 10 & 11; include final connections as required
- j. Coordination of all breaker sizes with food service and other equipment prior to ordering is a requirement of this bid package. No additional cost will be allowed for breaker sizes ordered incorrectly.
- k. Motor starters, combo starters and disconnect switches for scheduled mechanical equipment are furnished by BP-23C HVAC Controls and installed by BP-26A Electrical, unless otherwise specified or indicated within the Construction Documents:
  - i. Items marked "Provide with Unit" shall be furnished & installed with the equipment
  - ii. Disconnects for chillers are furnished with the equipment; installed by BP-26A
- l. Final electrical connections between disconnects and equipment to be made under by respective bid scopes

- m. Power wiring associated with equipment that is not specifically shown on electrical drawings shall be provided by others
- n. Final load-side electrical connections for all equipment provided by others
- o. Provide rack-style frame for mounting all electrical disconnects, starters, etc. when electrical cannot be mounted on individual rooftop equipment
  - i. Rack shall consist of two (2) 2" galvanized steel pipe supports with screw-on caps connected to bar joist structure prior to roofing
  - ii. Provide galvanized Unistrut support between pipe supports to mount starters and disconnects
  - iii. BP-07C Roofing shall make pipe supports weathertight
- p. Furnish all access doors & frames as required for this scope
  - i. Installation in GWB assemblies by BP-09A Drywall
  - ii. Coordinate locations of access doors prior to framing
- q. Include final cleaning of all electrical work in this scope
- r. Broom clean roof after each day working on roof
  - i. Subcontractor will be responsible for roof damage and/or discoloration from metal shavings or fasteners left on roof associated with its work
- s. Unless specifically noted in the "Specific Exclusions" of this bid package, provide all concrete materials as required for this scope of work inclusive of any layout, forming, excavation, concrete placement equipment, etc.
  - i. All exposed concrete shall be rubbed and patched as required to remove surfaces defects
- t. Include all cost associated with extending warranties so the warranty requirement from the date of Owner Acceptance is maintained

**9. Allowances**

Use of any allowance shall be as directed by Bordeaux Construction and supported with sufficient documentation as required. Any work performed without prior written authorization will be considered as a requirement to complete the scope of work in this bid package and at no cost to the project

Include as **Allowances for designated scope and quantity**, installed as directed by Bordeaux Construction and shall be based upon indicated Quantities and Unit Prices:

**Allowances #1 thru #3** as indicated:

#01	Unsuitable soils (Trench) remove & dispose <b>OFF-SITE</b>	<b>100 CY</b>
#02	Replacement of unsuitable soils (Trench) with select import fill	<b>100 CY</b>
#03	Replacement of unsuitable soils (Trench) with #57 stone	<b>100 CY</b>

- i. Allowance shall include all associated cost for purchase of materials, transportation, placement, compaction and quantity verification
- ii. Allowance to include all requirements outlined within this bid package

**Allowances #4 thru #12** as indicated:

#04	FA Horn Strobe (75')	<b>five (5) each</b>
#05	FA Pull Station; (75')	<b>five (5) each</b>

#06	Exit Light (100')	five (5) each
#07	FA Smoke Detector (75')	five (5) each
#08	Duplex Receptacle (100')	five (5) each
#09	Data Outlet (2 drops, 30' conduit & 300' cabling)	five (5) each
#10	Duct Detector (75' conduit & cabling)	five (5) each
#11	Exterior Light Fixture (100')	five (5) each
#12	Wireless Access point (100')	five (5) each

- i. Allowances shall include all associated cost to furnish & install specified fixture inclusive of all required devices, fixtures, conduit, conductors, cabling, boxes, hangers, supports, terminations, programming, testing, etc.
- ii. Allowances to include all requirements outlined within this bid package

**Allowance #13** as indicated:

#13	Underground conduit sleeves (3" PVC)	200 LF
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- i. Allowances shall include all associated cost for purchase of materials, transportation, placement, compaction and quantity verification
- ii. Allowances to include all requirements outlined within this bid package

**Include an Allowance for the Foodservice Equipment electrical changes:**

- a. Allowance is defined as electrical modifications as may be required resulting from differing field conditions, equipment and submittal requirements
- b. Allowance to include all requirements outlined within this bid package
- c. **Allowance #14; Lump Sum \$5,000** for said work scope

10. Inspections are required on this project:

- a. Refer to Specifications and Drawings for schedule of special inspections
- b. Coordinate with special inspector, testing agencies, local inspectors and Engineer of Record as may be required
- c. Include all associated cost to participate and support inspections
- d. Subcontractor shall be responsible for all costs (re-testing, corrective measures, repairs, etc.), at no additional cost to the project, when its installation fails to meet compliance
- e. Owner and/or Bordeaux Construction reserve the right to request additional testing in the event of significant or continual test failures
- f. Coordinate with Bordeaux Construction for scheduling of inspections
- g. Perform quality control testing to demonstrate compliance with contract documents in advance of inspections and 3rd-party testing

11. Concrete floors are finished products; scissor lifts and other non-marking equipment may be allowed upon review of Subcontractor's erection plan with Bordeaux Construction and receipt of written authorization thereof

13. Wash out all concrete materials at designated location; see Site Logistics Plan

14. Daily clean-up of all trash and debris caused by this work

15. Include all necessary crews and equipment as required to facilitate construction progress

16. Pricing is firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

1. Temporary and permanent electric usage costs
2. HVAC Controls and raceways
3. Grounding and bonding of fence and gates
4. Utility transformer pad
5. Athletic field lighting

**UNIT PRICES**

<b>UP-01</b>	Unsuitable soils (Trench) remove & dispose <b>OFF-SITE</b>	<b>\$ / CY</b>
<b>UP-02</b>	Replacement of unsuitable soils (Trench) with select import fill	<b>\$ / CY</b>
<b>UP-03</b>	Replacement of unsuitable soils (Trench) with #57 stone	<b>\$ / CY</b>
<b>UP-05</b>	FA Horn Strobe	<b>\$ / each</b>
<b>UP-05</b>	FA Pull Station	<b>\$ / each</b>
<b>UP-06</b>	Exit Light	<b>\$ / each</b>
<b>UP-07</b>	FA Smoke Detector	<b>\$ / each</b>
<b>UP-08</b>	Duplex Receptacle	<b>\$ / each</b>
<b>UP-09</b>	Data Outlet	<b>\$ / each</b>
<b>UP-10</b>	Duct Detector	<b>\$ / each</b>
<b>UP-11</b>	Exterior Light	<b>\$ / each</b>
<b>UP-12</b>	Wireless Access Point	<b>\$ / each</b>
<b>UP-13</b>	Underground Conduit Sleeves	<b>\$ / LF</b>

**ALTERNATES**

Not Applicable

Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 32B – Fencing**

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, punch list, closeout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR’S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024  
Division 01 – General Requirements  
Division 03 – 31 (as it applies to this scope)  
Division 32 – Exterior Improvements  
Section 323113 Chain-Link Fences and Gates  
All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds are **not** required for this bid scope
2. BP-01 General Inclusion items as applicable to complete Work
3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
5. Complete installation as outlined in the construction documents and within this scope package

6. Furnish all labor, material, equipment, accessories, etc. to make a complete installation of all **Fencing** requirements:
  - a. **General** scope:
    - i. All chain link fencing and gates
    - ii. All ornamental fencing and gates
    - iii. All pipe gates
    - iv. All ballfield fencing, backstops, and top-of-fence protective padding
    - v. All fence screening materials (PVC slats, fabric) where indicated
  - b. All **delegated-design** requirements for this bid scope:
    - i. Include all associated cost to provide design, submittals, engineered sealed drawings, etc.
    - ii. Drawings to be signed and sealed by a Professional Engineer licensed in NC
  - c. All **staking and layout** requirements for this scope
  - d. All **excavation, concrete, reinforcing, grout and backfill** requirements for this scope
  - e. All **Knox boxes** for gated locations as indicated
  - f. All materials furnished under this bid scope shall be unloaded, staged and stored on cribbage, dunnage or pallets
    - i. All materials must be clean, free of dirt, mud, stains, etc. prior to installation
    - ii. All materials installed under this scope which require supplemental cleaning shall be Subcontractor's responsibility at no cost to the project
7. Full compliance with underground location requirements as required by law:
  - a. Provide NC811 locate ticket numbers prior to starting work
  - b. Notify BCC in writing of any conflicts with proposed work prior to starting work
8. Consolidate all footing spoils or excess soil material to a central point as directed by Bordeaux Construction for removal/use by BP-31A Site Turnkey
  - a. Surrounding areas shall be raked out smooth and re-seeded if permanent seed has already been installed
  - b. Do not significantly alter existing and adjacent grades
9. Wash out all concrete materials at designated location; see site logistics plan
10. Include all necessary crews and equipment as required to facilitate construction progress
11. Pricing is firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

1. Temporary construction fence and gates; tree protection fence (BP-31A)
2. Gate Padlocks by others
3. Pipe & Tube railings (BP-05A)

**ALLOWANCES**

Not Applicable

**Unit Prices**

Not Applicable

**ALTERNATES**

Not Applicable



Subcontractor Scope of Work  
Exhibit A

Pender County K-8 School  
Job No. 2307

**BP 32C - Landscaping**

---

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, punch list, closeout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024

Division 01 – General Requirements

Division 31 – Earthwork (as it applies to this scope)

Division 32 – Exterior Improvements

Section 329200 Turf and Grasses

Section 329223 Sodding

Section 329300 Plants

All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. Payment and Performance Bonds may be required for this bid scope:
  - a. Bordeaux Construction utilizes a Subcontractor Default Insurance (SDI) program for bonding subcontractors in lieu of requiring individual Payment & Performance Bonds
  - b. Base Bid assumes Bidder will qualify for participation in the SDI program; therefore, cost of payment and performance bonds are **not** to be included in the base bid price
  - c. If Bidder does not qualify for or cannot participate in the SDI program, Bidder shall provide payment and performance bonds with reimbursement of cost based upon actual invoice. Failure to provide an invoice will result in a maximum reimbursement of 1% of the cost of work.
2. BP-01 General Inclusion Items as applicable to complete Work

3. The on-site foreman or superintendent for this work scope shall have a cellular service enabled iPad, tablet or smart phone with iOS 13/Android 6.0 or later and shall have the latest version of the Procore Construction Management Software application installed in order to have all live project documents, drawings, specs, submittals, punch lists, forms, etc. in hand and immediately accessible
4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
  - a. OSHA Safety measures shall be required and implemented
  - b. Delivery drivers shall wear proper PPE while on site (staging, off-loading, etc.)
5. Complete installation as outlined in the construction documents and within this scope package
6. The following is a general outline of the items specifically included, but not limited to, in this bid scope:
  - a. Furnish all labor, materials, equipment, accessories, etc. to make a complete installation of all **Landscaping** requirements:
    - i. Fine grading and preparing of lawn areas
    - ii. Soil amendments for lawns, grasses and plant materials
    - iii. Fertilizers & lime; anti-desiccants & herbicides
    - iv. Seeding and hydroseeding
    - v. Exterior plant, shrub & tree materials
    - vi. Maintenance of turf and plantings until project acceptance
    - vii. Sod
      1. Include sod in all islands designated for "grass"
      2. Include a minimum 6' wide sod strip around buildings in grassed areas
      3. Include all necessary watering and maintenance to promote establishment of sodded areas
    - viii. Mulch (hardwood & straw) & tackifier as required
    - ix. Turf renovation of all disturbed areas by this project
    - x. Layout of plantings, shrubs & trees
    - xi. All mowing and watering
    - xii. All warranty requirements
    - xiii. **Allowances**
      1. **Include all stated allowances outlined within this bid scope**
  - b. All **Sports Fields** requirements:
    - i. Include all layouts, fine grading, field surface, clay surface, warning tracks, sod and play athletic top dressing, etc.
      1. Provide temporary irrigation as required to establish all sports fields
      2. Initial field grading and sub-drainage by BP-31A
      3. Athletic equipment provided by BP-11D
  - c. All **Site Amenities** requirements:
    - i. "Grit" areas, stepping stones and boulder
    - ii. Turf mounds complete
    - iii. Concrete pavers and its subgrade/subbase by BP-31A Site
    - iv. Play surface and its subgrade and subdrainage by others
    - v. Seat walls by BP-03A Concrete
    - vi. "Majestic" fence and gates by BP-32B Fence

- vii. Decorative bollard by BP-31A Site
- d. Full compliance with underground location requirements as required by law:
  - i. Provide NC811 locate ticket numbers prior to starting work
  - ii. Notify BCC in writing of any conflicts with proposed work prior to starting
- e. When permanent seeding occurs outside the specified growing window, include specified temporary seeding and reseed with permanent seeding when permitted:
  - i. Schedule of Values must include a line item for permanent seeding or at contractor's option, provide a performance bond to ensure completion of work
  - ii. Maintain temporary grass until Substantial Completion or Lawn Acceptance, whichever occurs first
- f. Water source for watering plants and grasses to be provided by Bordeaux Construction, including usage costs
  - i. Irrigation is not part of the project
  - ii. Include all necessary sprinklers, hoses, etc. as required to establish and maintain plants and lawns through Owner Acceptance
- g. Include fine grade, preparation, removal of small rocks/roots and soil amendments (fertilizer, lime, organic & inorganic amendments) as specified
  - i. Topsoil testing is included in this bid scope
  - ii. **Topsoil material provided by BP-31A Site Turnkey**
- h. Mow lawn areas as specified through Lawn Acceptance
- i. Furnish "Gatorbags" or equal on all exterior trees and plantings; remove as directed by Bordeaux Construction
- j. Remove guys & staking one year (12 months) after acceptance

7. **Allowances:**

Use of any allowance shall be as directed by Bordeaux Construction and supported with sufficient documentation as required. Any work performed without prior written authorization will be considered as a requirement to complete the scope of work in this bid package and at no cost to the project

Include an **Allowance** for sod installation in selected areas as directed by Bordeaux Construction, and shall be based upon indicated Quantities and Unit Prices:

- i. Sod installation in lieu of grass at selected locations
- ii. Include all subgrade preparation and amendments, etc.
- iii. Include initial watering as required to establish sod
- iv. Include all requirements outlined within this bid package
- v. **Allowance #1, include 1500 SY for said work**

**Include all stated allowances as outlined within this bid scope  
Unit Prices will correspond with respective quantity allowances**

- 8. Inspect all conditions for suitability to receive work under this scope prior to starting work
  - a. Advise Bordeaux Construction immediately in writing of any deficiencies or issues
  - b. Commencement of work guarantees acceptance of conditions
- 9. Daily cleanup of debris caused by this work

- 10. Include all necessary crews and equipment as required to facilitate construction progress
- 11. Pricing is firm, not subject to escalation for duration of project

**SPECIFIC EXCLUSIONS**

As noted within

**UNIT PRICES**

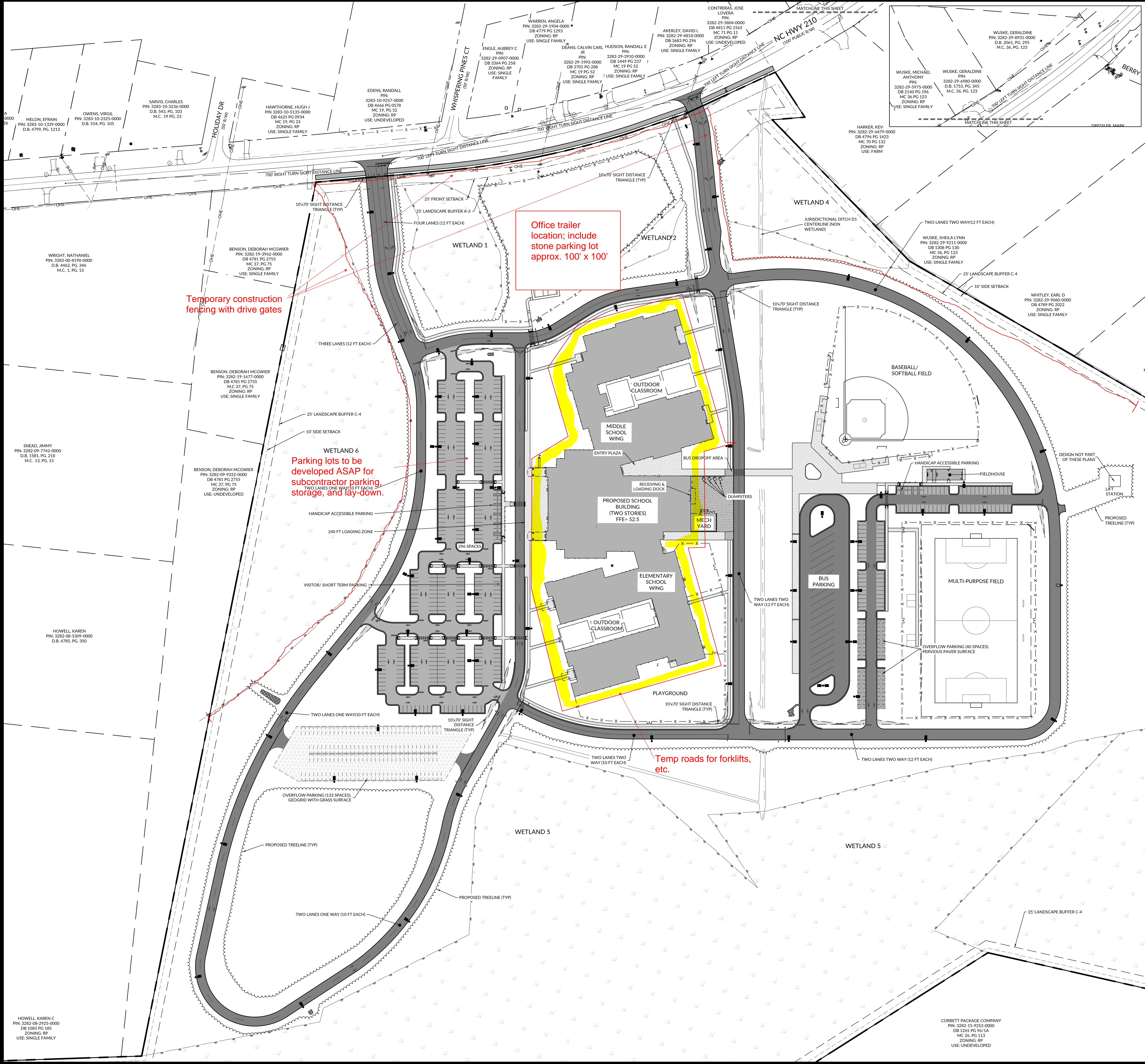
<b>UP-01</b>	Install additional Sod	<b>\$ / SY</b>
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**ALTERNATES**

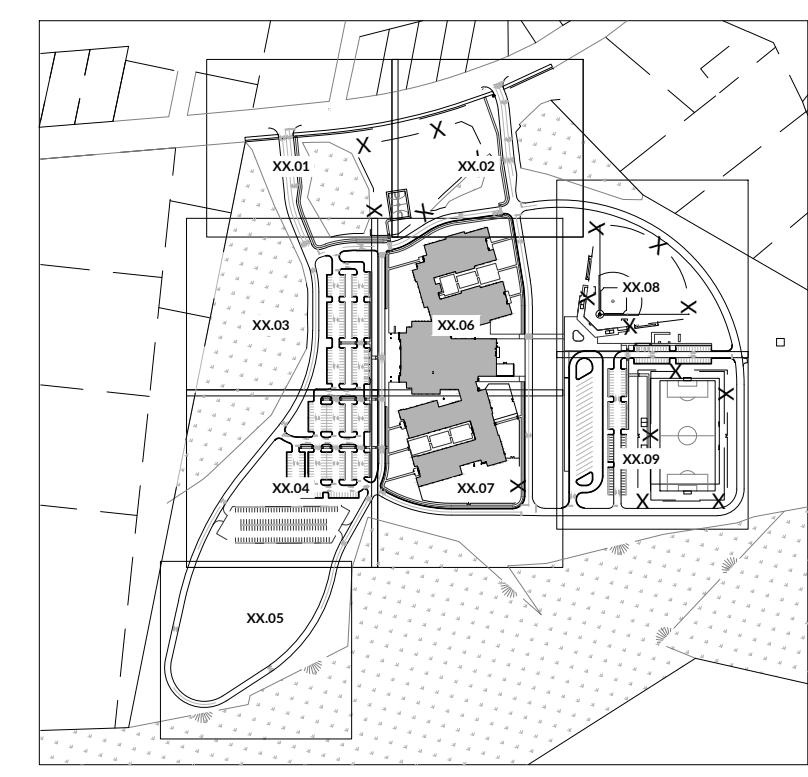
Not Applicable

## SECTION 5 SCHEDULE & LOGISTICS PLAN

- SITE LOGISTICS PLAN
- BID-BASIS PROPOSED BASELINE SCHEDULE



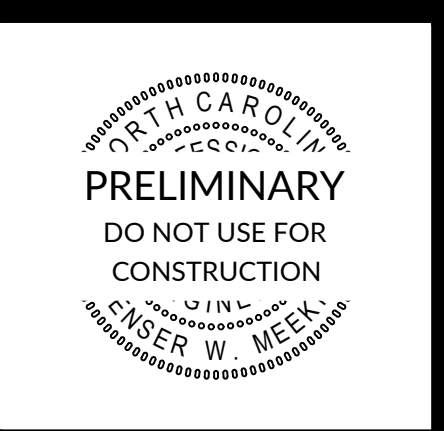
KEY MAP



**SITE LEGEND**

SYMBOL	DESCRIPTION	DETAIL/SHEET
[Symbol]	STD ASPHALT PAVEMENT	C3024/C9.10
[Symbol]	HD ASPHALT PAVEMENT	C3026/C9.10
[Symbol]	CONCRETE PAVER TYPE 1	
[Symbol]	CONCRETE PAVER TYPE 2	
[Symbol]	PEDESTRIAN CONCRETE	01/C9.10
[Symbol]	HD VEHICULAR CONCRETE	02/C9.10
[Symbol]	GEGRID GRASS SURFACE	
[Symbol]	PERVIOUS PAVEMENT SURFACE	
[Symbol]	SIGHT DISTANCE TRIANGLE	
[Symbol]	NO PARKING AREA	
[Symbol]	ADA ACCESSIBLE ROUTE	
[Symbol]	CONCRETE CURB & GUTTER	03/C9.10
[Symbol]	CONCRETE FLUSH CURB	
[Symbol]	CONCRETE FLUSH BAND	
[Symbol]	FIRE LANE STRIPING	
[Symbol]	LIMITS OF DISTURBANCE	
[Symbol]	TREE PROTECTION FENCE	
[Symbol]	TYPICAL PAVEMENT STRIPING	
[Symbol]	CONCRETE ACCESSIBLE RAMP	
[Symbol]	CONCRETE FILLED BOLLARD	C2011/C9.11
[Symbol]	CONCRETE CURB RAMP TYPE 1	05/C9.10
[Symbol]	CONCRETE CURB RAMP TYPE 2	07/C9.10
[Symbol]	FENCE TYPE 1	01/C9.11
[Symbol]	GATE TYPE 1	02/C9.11
[Symbol]	VEHICULAR SWING GATE	04/C9.11
[Symbol]	VEHICULAR AREA LIGHT POLE	
[Symbol]	TYPICAL PAVEMENT MARKINGS	
[Symbol]	TRAFFIC SIGN	
[Symbol]	TRANSFORMER	
[Symbol]	ENCLOSURE WALL	
[Symbol]	WHEEL STOP	C3051/C9.10

**MOSELEY ARCHITECTS**  
 5200 NORFOLK STREET, RICHMOND, VA 23230  
 PHONE (804) 754-7557 FAX (804) 355-9580  
 MOSELEYARCHITECTS.COM



**PENDER COUNTY SCHOOLS K-8 SCHOOL**  
 Pender County Schools  
 Highway 210, Hampstead, NC 28443

PROJECT NO:	631510
DATE:	04/30/2024
REVISIONS:	
DATE:	DESCRIPTION:

OVERALL SITE LAYOUT PLAN

**WithersRavenel**  
 137 S Wilmington Street | Suite 200 | Raleigh, NC 27601  
 License #: F-1479 | t: 919.469.3340 | www.withersravenel.com

**C2.00**

## SECTION 6 SUBCONTRACT DOCUMENTS

- SAMPLE INTENT TO AWARD LETTER
- SAMPLE SUBCONTRACT AGREEMENT

DATE

Subcontractor Name  
Address  
City, State, ZIP

Reference: Pender County K8 School  
Hampstead, NC 28443  
Job No. 2307  
Letter of Intent

It is our intent to issue a [subcontract or purchase order](#) to your company for the [XXXXXXXXXXXX](#) work on the above referenced project, as outlined on the following page and subject to receipt of a signed contract between the Owner and Bordeaux Construction Company, Inc. Please return this Letter of Intent and begin your submittal process immediately. You will also need to provide a Certificate of Insurance with coverage as outlined on the last page before you begin work on site. In order to expedite the process, both the Letter of Intent and the Certificate of Insurance may be sent via email [rachel@bordeauxconstruction.com](mailto:rachel@bordeauxconstruction.com) and followed up by the originals.

If you have any questions, or if you need additional information, please don't hesitate to give me a call. We look forward to working with you on this project.

Sincerely,

**BORDEAUX CONSTRUCTION COMPANY, INC.**

Ben Warren

Attachments

Accepted by:

\_\_\_\_\_  
*Subcontractor's Signature*

\_\_\_\_\_  
*Printed Name and Title*

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

Sent via email only (3 pages)



Subcontractor Scope of Work  
Exhibit A

Pender K8 School  
Job No. 2307

Subcontractor LEGAL Name

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This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

Subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, taxes, insurances, permits, punch list, close out and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

**SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:**

Bordeaux Bidding Requirements and Information 8/5/2024  
Division 01 – General Requirements  
Division XX – Template  
All Related Sections/Requirements referenced within each Division and/or section

**SUBCONTRACTOR SPECIFIC REQUIREMENTS:**

1. BP-01 General Inclusion Items as applicable to complete Work
2. Requirement 2
3. Requirement 3

**SPECIFIC EXCLUSIONS**

1. Exclusion 1

**ALLOWANCES**

1. Allowance 1
2. Allowance 2
3. Allowance 3

**ALTERNATES**

Alternate No. 1

Alternate No. 2

**UNIT PRICES**

UP-1	<i>(Brief Description)</i>	<i>(Unit)</i>	Unit Price (\$)	_____
UP-2	<i>(Brief Description)</i>	<i>(Unit)</i>	Unit Price (\$)	_____
UP-3	<i>(Brief Description)</i>	<i>(Unit)</i>	Unit Price (\$)	_____
UP-4	<i>(Brief Description)</i>	<i>(Unit)</i>	Unit Price (\$)	_____
UP-5	<i>(Brief Description)</i>	<i>(Unit)</i>	Unit Price (\$)	_____

August 5, 2024

«SubcontractorName»  
«Address1»  
«Address2»  
«City», «State» «ZipCode»

**Reference: Pender County K8 School  
NC Highway 210  
Hampstead, NC 28443**

Congratulations on award of the **SCOPE** contract for **Pender County K8 School!** All project documents are available for download through Procore.

- Please sign **both** copies of the Subcontract Agreement and return **BOTH** with Insurance Certificates and/or Bonds, as applicable, within fourteen (14) days. A fully executed copy will be returned for your files.
- Please use the enclosed Application for Payment (Exhibit D) when submitting your request for payment. All requests for payment must be in our office on/or before the **15<sup>th</sup>** day of the month for which payment request is made. Payment request cutoff is the 20<sup>th</sup>. **Do not project to the end of the month.** Please forward schedule of values with the signed Subcontract Agreement. You may email a copy of pay application to [accounting@bordeauxconstruction.com](mailto:accounting@bordeauxconstruction.com). A hard copy will be required for release of payment.
- Please prepare all submittals using the enclosed form (Exhibit E) and return an electronic copy for review and approval prior to starting any work activity. A copy of the job progress schedule will be posted at the Field Office at all times and you are responsible for advising us of any adverse effect that your work will have on the total job progress or that of other trades. All submittals must be submitted through Procore.
- Please complete and return Exhibit F, List of Second Tier Subcontractors/Suppliers with the signed Subcontract Agreement.
- If not already submitted, please complete and return Exhibit H, Subcontractor/Supplier Information sheet and returned with the signed Subcontract Agreement.
- All employees are required to wear a hard hat, safety glasses, and a vest (or high visibility shirt) at all times.

Listed below are the key personnel who have been assigned to this contract:

Project Executive	Ben Warren	<a href="mailto:ben@bordeauxconstruction.com">ben@bordeauxconstruction.com</a>	O: 919.220.1141 M: 919.358.0626
Project Manager	Ben Warren	<a href="mailto:ben@bordeauxconstruction.com">ben@bordeauxconstruction.com</a>	O: 919.220.1141 M: 919.358.0626
Superintendent	Ben Brisson	<a href="mailto:ben.b@bordeauxconstruction.com">ben.b@bordeauxconstruction.com</a>	M: 910.991.1777
Project Admin	Rachel Sayre	<a href="mailto:rachel@bordeauxconstruction.com">rachel@bordeauxconstruction.com</a>	O: 919.220.1141

If you have any questions regarding this contract, please contact one of the above personnel or the undersigned. We look forward to a successful project.

Sincerely,

**Bordeaux Construction Company**

Ben Warren  
Project Manager



# SUBCONTRACT AGREEMENT

between

**Bordeaux Construction Company**  
Contractor

and

**SUBCONTRACTOR**

Subcontractor

for

**Pender County K8 School**  
Job No. 2307

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## SUBCONTRACT AGREEMENT TABLE OF CONTENTS

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## SCHEDULE OF EXHIBITS

Exhibit A	Subcontractor Scope of Work
Exhibit B	Bid Package BP-01 General Inclusions
Exhibit C	Document List
Exhibit D	Application for Payment Form
Exhibit E	Not Used
Exhibit F	Second Tier Subcontractors and Suppliers
Exhibit G	Insurance Requirements
Exhibit H	Subcontractor/Supplier Information Sheet
Exhibit I	Not Used
Exhibit J	Change Proposal Request Form
Exhibit K	BCC Standard Safety Requirements
Exhibit L	Sexual Offender Registry Check Certification
Exhibit M	Virtual Construction Requirements

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## TO BE RETURNED WITH EXECUTED SUBCONTRACT:

Exhibit G	Insurances and/or Bonds as Applicable
Exhibit F	Second Tier Subcontractors and Suppliers
Exhibit H	Subcontractor/Supplier Information Sheet



## Subcontract Agreement

Date: **August 5, 2024**

*This Subcontract is effective on the above date, and must be signed by Subcontractor and returned to Bordeaux Construction Company, Inc. within fourteen (14) days of Subcontract Date. If executed Subcontract is not received by Bordeaux Construction Company, Inc. within thirty (30) days of Subcontract Date, it is DEEMED ACCEPTED by the Subcontractor.*

Awarded By: **Bordeaux Construction Company, Inc.**  
**4 Copley Parkway, Suite 100**  
**Morrisville, NC 27560**  
**Ph.: (919) 220-1141**

Awarded To: **Subcontractor Name ("the Subcontractor")**  
**Address**  
**City State Zip Code**  
**Ph.:**

Project: **Pender County K8 School ("the Project")**  
**NC Highway 210**  
**Hampstead, NC 28443**  
**Job No. 2307**

Architect: **Moseley Architects ("the Architect")**  
**911 North West Street, Suite 205**  
**Raleigh, NC 27603**

Owner: **Pender County Schools ("the Owner")**  
**965 Penderlea Highway**  
**Burgaw, NC 28425**

Subcontract No: **2307.**

Vendor No:

Bid Package:

Subcontract Amount: **dollars (\$ Dollar Amount)**

Retainage Amount: **5%**

Subcontractor Billing Cost Code: **COSTCODE**

Performance and Payment Bond Required: **«BOND»**

Project Completion Date: **TBD Calendar Days from NTP to Substantial Completion**

Subcontractor Completion Date: **as scheduled by Bordeaux Construction Company**

Bordeaux Construction Company, Inc. (hereinafter referred to as "BCC") and Subcontractor, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby agree as follows:

### 1. SUBCONTRACT WORK

(A) The Subcontractor shall furnish all of the labor, materials, plant, equipment, supplies, services, and other items (including but not limited to competent supervision, shop drawings, samples, tools, protection, hoisting and scaffolding) as necessary for the proper performance of the Subcontract Work, as set forth in Exhibit A and Exhibit B, attached hereto.

(B) In performing any services hereunder, the Subcontractor is, and undertakes performance thereof as, an independent contractor, with sole responsibility for all persons employed in connection therewith, including without limitation exclusive liability for the payment of all federal, state and local unemployment and disability insurance and all social security and/or other taxes and contributions payable with respect of such persons.

### 2. CONTRACT

BCC's contract with the Owner (the "General Contract") is incorporated by reference and made a part of the Subcontract. Except as modified herein, Subcontractor assumes the same obligations to BCC under the Subcontract that BCC assumes to the Owner with respect to the Subcontract Work. The language of applicable clauses from the General Contract shall be construed to express the BCC /Subcontractor relationship. Time limitations set forth in such provisions will be shortened as necessary to provide BCC time to meet its obligations. In the event of a conflict between any such provisions and the Subcontract, the terms and conditions of the Subcontract shall govern. The Subcontractor also acknowledges that it has made a site visit to review conditions that may relate to the performance of the Subcontract Work, has incorporated such knowledge into its price for the Subcontract Work, and that it has reviewed the General Contract, the Drawings and Specifications and Amendments as enumerated in Exhibit C as they relate to other work which may interface with the Subcontract Work.



This Subcontract award is contingent upon receipt of a signed contractual Agreement between the Owner and BCC. In the event BCC does not receive a contract from the Owner, then this Subcontract shall become null and void with no obligation on the part of either party.

### 3. SUBCONTRACT DOCUMENTS

(A) The Subcontract Documents consist of this Subcontract Agreement (including Exhibits), the General Contract including any general, special and supplementary conditions, the Bid Manual (if applicable), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of any of these documents.

(B) In the event that a conformed set, CAD Files, BIM model, or any other supplemental drawings or specifications are issued which incorporates pre-contract changes including addendum, CM Clarifications, accepted alternates, value engineering, and any post bid negotiations, Subcontractor acknowledges that the conformed set is for information only and in the event of a discrepancy between the Subcontract Documents and the Conformed Set, the Subcontract Documents set shall take precedence as the basis of the Subcontract Work.

(C) In the event of a discrepancy among any of the Subcontract Documents, the provision imposing the more demanding term, condition, duty or standard of performance or the greater limitation on the nature and type of relief or damages allowed to Subcontractor shall control. However, should the General Contract contain an Order of Precedence Clause, such clause shall govern the interpretation of the General Contract.

(D) BCC will provide the Subcontractor with plans and specifications electronically via *Procore*. Additional sets shall be obtained at the Subcontractor's expense.

### 4. SUBCONTRACT SUM AND PAYMENT

(A) BCC shall pay the Subcontractor for the Subcontract Work, the "Subcontract Amount."

(B) BCC shall pay progress payments to Subcontractor on the schedule provided by the General Contract. Such progress payments shall be made within seven (7) days of receipt of payment from the Owner, out of the amount paid to BCC on account of Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. Such progress payments shall reflect percentages retained at the rate set forth on page 1 of this Agreement, or otherwise actually retained from payment to BCC on account of Subcontractor's portion of the Work. Subcontractor shall make payments to its subcontractors in the same manner.

(C) Subcontractor shall submit for approval within FOURTEEN (14) CALENDAR DAYS of issuance of this Agreement and prior to any payment being made, a Schedule of Values with respective quantities. The referenced Schedule of Values shall allocate the Subcontract Amount among the various portions of the Subcontract Work and be prepared in such form and supported by such data to substantiate its accuracy as BCC may require. *The Schedule of Values must include a line item equal to 2.5% of the Subcontract Amount for Close-out documents as outlined in section (G) below. The Subcontractor may not receive payment for this scheduled value until all Close-out documents have been received and approved.* At the discretion of BCC, sample warranties and close out documents may be submitted in lieu of the final closeout documents.

(D) BCC obligation to pay the Subcontract Amount is executory and conditional upon Subcontractor's compliance with this Agreement, and Subcontractor's completion of work. It is further expressly agreed and intended by the parties hereto that payment by the Owner to BCC is an absolute condition precedent to any obligation by BCC to make payment to the Subcontractor of all or any portion of the Subcontract Work to be performed by Subcontractor under the Agreement. BCC reserves the sole discretion to make payment to Subcontractor before it receives payment from the Owner, and such payment shall not constitute a waiver of any provision enumerated in this Agreement. No progress payments made under this Agreement shall be conclusive evidence of the performance of this Agreement either in whole or in part, and no such payment shall be construed to be an acceptance of defective Subcontract Work or improper materials. ALL MONTHLY BILLINGS MUST BE SUBMITTED ON THE SUBCONTRACTOR APPLICATION AND CERTIFICATE FOR PAYMENT (EXHIBIT D ATTACHED HERETO) BY THE 15TH DAY OF EACH MONTH, with costs projected through the 20<sup>th</sup> Day of the month. Payment applications received in a timely manner will be paid promptly after receipt by BCC of payment from the Owner, less any deductions for improperly or untimely performed work or for work performed by BCC for the Subcontractor's account.

(E) If at any time there shall be evidence of a lien or claim for which is chargeable to Subcontractor, or which, if established, might render BCC or the Owner liable to the claimant, or if Subcontractor shall incur any liability to

BCC, or if BCC shall have any claim or demand against Subcontractor of any kind or for any reason, whether or not reduced to judgment or award, BCC shall have the right to retain out of any payment due, or to become due under this Agreement or any other agreement between BCC and the Subcontractor, an amount sufficient to indemnify BCC and Owner against such lien or claim, or to fully satisfy such liability, claim or demand. BCC shall also be entitled to charge against or deduct from any such payment all costs of defense or collection with respect thereto, including reasonable attorneys' fees. Should any claim or lien develop after all payments are made hereunder, the Subcontractor shall refund to BCC within TEN (10) DAYS of demand all monies that the latter may be compelled to pay in discharging such claims or liens and all costs, including reasonable attorneys' fees incurred in collecting said monies from Subcontractor.

(F) Subcontractor shall pay for all materials and labor used in connection with the performance of this Agreement through the period covered by previous payments made by BCC to Subcontractor, and shall furnish satisfactory evidence, when requested by BCC, to verify compliance with this requirement, including, but not limited to providing BCC with a list of suppliers and vendors with contact information. Subcontractor further agrees that prior to payment it must provide BCC: (a) an executed Subcontractor Application and Certificate for Payment (Exhibit D attached hereto); and (b) an executed waiver and release of lien and/or bond rights.

(G) BCC shall have the right at all times to contact the Subcontractor's subcontractors and suppliers to insure that they are being paid in accordance with the terms of this Subcontract and the terms of their agreements with the Subcontractor for labor or materials furnished for use in performing the Subcontract Work. The Subcontractor agrees that BCC may, at any time, make payments due to the Subcontractor by checks jointly payable to Subcontractor and one more of the Subcontractor's subcontractors or suppliers.



(H) Final Payment is subject to BCC prior receipt from Subcontractor of all as-built drawings, certifications, maintenance manuals, operating instructions, written guarantees, warranties and bonds relating to the Subcontract Work, all as required by the Subcontract Documents.

(I) Acceptance of Final Payment by Subcontractor shall constitute a full waiver and release by Subcontractor of all claims against BCC or Owner arising out of or relating to the Subcontract Agreement.

#### 5. FINAL PAYMENT

(A) Upon acceptance of the Subcontract Work by BCC and Owner, and upon the Subcontractor's furnishing evidence of fulfillment of the Subcontractor's obligations in accordance with the Subcontract Documents, BCC shall process the Subcontractor's application for Final Payment. The Subcontractor shall submit to BCC: (i) A Final Lien Waiver and Release; (ii) Consent of surety to final payment, if required; (iii) Written notification that all Close-out Procedures have been completed, including but not limited to as-built drawings, O & M manuals, equipment, training, extra material stock, and warranty certificates; and, (iv) Other substantiation and certification as required by BCC or the Owner.

(B) Final Payment shall constitute a waiver of all claims by the Subcontractor arising out of or relating to the Subcontract Work, but shall in no way relieve the Subcontractor of liability for the obligation to warrant and guarantee the Subcontract Work, and for faulty or defective work appearing after Final Payment.

#### 6. SUBCONTRACT COMPLETION DATE AND PERFORMANCE PERIOD

(A) Subcontractor shall complete all Subcontract Work by the Subcontract Completion Date or within the Performance Period as applicable. For the purpose of the Contract, Performance Period shall mean the time as indicated on the project schedule. By executing the Contract, the Subcontractor agrees to the sequence, and duration, including any concurrent activities as well as the feasibility and constructability of the Performance Period. In the event that a Project Schedule is either not required or not completed, the Performance Period shall mean as scheduled by BCC. TIME IS OF THE ESSENCE FOR THE COMPLETION OF THE SUBCONTRACTOR'S OBLIGATIONS UNDER THIS SUBCONTRACT. The Subcontractor shall coordinate all work with BCC to assure timely completion of the Subcontract Work, and so as not to impact timely completion of the Project. Any extensions to the Subcontract Completion Date or changes to the Performance Period must be in writing and signed by BCC. If BCC is assessed liquidated damages for any failure to timely complete the Subcontract Work, then BCC shall also assess such liquidated damages to Subcontractor. Should Subcontractor fail or neglect to complete all or any part of the Subcontract Work in the times specified, or so fail to make progress as to endanger performance, or otherwise delay BCC by reason of Subcontractor's, or any of its subcontractor's or supplier's, failure or neglect at any tier to perform its obligations, such shall be considered a default by Subcontractor.

(B) The Subcontractor shall cooperate with BCC in planning, scheduling and performing work hereunder in coordination with BCC's schedule and the scheduling of other trades and subcontractors on the Project. The Subcontractor shall furnish in good time, sufficient labor, material, plant equipment, supplies, tools and other items, and shall work such hours, including night shifts and overtime, as may be necessary to insure the prosecution of the Subcontract Work as scheduled.

(C) Subcontractor shall, within 14 days of issuance of this agreement, or issuance of a letter of intent, submit a Subcontract Progress Schedule for the Subcontract Work in a format acceptable to BCC. This schedule shall include activity descriptions and durations in working days, for shop drawings, fabrication, delivery and installation of products, materials and equipment, identify precedent relationships between the contractor's activities and those of other contractors, the dollar value, necessary manpower loadings, and precedent activities from other Contracts. The activities on the schedule must be at a level of detail approved by BCC and agree with the terminology and building sequencing established by BCC. BCC will compile all Subcontractors' schedules and develop a Project Master Construction Schedule. Once generally agreed upon by all Subcontractors, this schedule will become the project plan for construction.

(D) BCC shall periodically update the project master construction schedule and display same at the job site. Each Subcontractor will be responsible to be familiar with the schedule and how it will affect or modify their operations, including their coordination with the activities of other Subcontractors. Minor changes in sequencing, durations and phasing are to be expected with each project update. These changes will be made at no additional cost.

(E) If it is apparent a Subcontractor is unable to perform their work in the sequence indicated or the time allotted, said Subcontractor must notify BCC within five (5) calendar days after publication of the project master construction schedule. Subcontractors schedule of activities may be re-sequenced, and the schedule adjusted, provided all work is completed within the stated milestone dates and if BCC and affected Subcontractors are notified of the change within five (5) calendar days of receipt of the schedule; otherwise, the project master construction schedule shall be deemed accepted by all parties and becomes a contractual requirement for each Subcontractor.

(F) If the Subcontractor wishes to make a claim for increase in the Subcontract Completion Date or changes in the Performance Period, it shall give BCC written notices thereof within THREE (3) CALENDAR DAYS after both the occurrence of, and the conclusion of, the event giving rise to such claim for time, or within the time period required by the General Contract, whichever is shorter. These notices shall be given by the Subcontractor before proceeding to execute the work necessitating a request for extension of time, except in an emergency endangering life or property. No claim for an increase in the Subcontract Completion Date or changes in the Performance Period shall be valid unless so made, and any change in the Subcontract Completion Date or changes in the Performance Period resulting from such claim shall not be valid unless authorized by a written Change Order.

(G) If the Subcontract Work is substantially delayed, accelerated, or disrupted without the fault or responsibility of the Subcontractor, then the time for the Subcontract Work shall be revised to the extent obtained by BCC under the General Contract and the Subcontract Completion Date and Performance Period shall be revised accordingly. BCC shall not be liable to the Subcontractor for any damages or additional compensation as a consequence of delay, acceleration or disruption caused by any person not a party to this Subcontract unless BCC has first recovered the same on behalf of the Subcontractor from said person. Apart from recovery from said person, the Subcontractor's sole and exclusive remedy for delay, acceleration or disruption shall be an extension in the time for performance of the Subcontract Work.



(H) If, in the opinion of BCC, the Subcontractor is behind schedule and is so notified by BCC in writing, said Subcontractor will be required to furnish to BCC a short interval schedule of their work showing location, number of men and crew required to get back on the agreed upon master construction schedule. If the Subcontractor fails to maintain and meet the short interval schedule submitted to BCC, BCC reserves the right to take whatever steps necessary to bring the work in compliance with the master construction schedule at the Subcontractor's expense. The Subcontractor shall employ such means as overtime work, multiple work shifts, and additional equipment, without additional compensation and shall continue to do so until the progress of the work is, in the opinion of BCC, in conformance with the master construction schedule.

(I) If, in the opinion of BCC, the Subcontractor fails to make sufficient progress accomplishing the Work in the time required by the Subcontract Documents, BCC may, 48 hours from furnishing written notice to the Subcontractor of such failure to timely perform the work, supplement the Subcontractor's work force and charge the cost of additional labor, equipment and materials to the Subcontractor. Should it become necessary for BCC to employ counsel or to take legal action to enforce the obligation of the Subcontractor, or should BCC become involved in litigation arising out of or relating to any part of the Subcontract Work, the Subcontractor shall pay BCC attorney's fees in addition to actual costs and damages.

#### 7. LABOR DISPUTES

Whenever an actual or potential labor dispute delays or threatens to delay the performance of the Subcontract Work, the Subcontractor shall immediately give notice thereof to BCC. Such notice shall be confirmed in writing and shall contain all information relevant to the dispute.

#### 8. PERMITS AND LICENSES

The Subcontractor shall inform itself in detail of all permits, licensing and tax requirements pertaining to the Subcontract Work. Unless otherwise stated in the Subcontract, the Subcontractor shall secure and pay for all permits and governmental fees, taxes, licenses and inspections necessary for the proper execution and completion of the Subcontract Work. Subcontractor shall hold a valid contractor's license in the jurisdiction in which the work is performed.

#### 9. WORKMANSHIP

The Subcontractor shall at all times perform the Subcontract Work in a professional and workmanlike manner, in strict accordance with the terms of the Subcontract, and in keeping with the highest industry standards then prevailing for the performance of similar work. The Subcontractor shall employ proper, adequate and experienced supervision and only properly trained and qualified craftsmen, and shall assign work in conformity with established craft classifications at the job site as determined by BCC. The Subcontractor shall remove from the site of the work any supervision, craftsman or employee considered unsatisfactory by BCC. All lower tier subcontractors of the Subcontractor must be approved by BCC, which approval shall not in any way diminish the responsibility of the Subcontractor to comply with the terms of the Subcontract. The Subcontractor will cooperate and coordinate the Subcontract Work with all other trades and other subcontractors.

#### 10. PROPERTY AND PROPRIETARY INFORMATION

(A) Any property furnished by BCC or Owner shall remain the property of BCC or the Owner, as applicable, and Subcontractor shall bear the risk of loss of and damage to such property, normal wear and tear excepted. BCC and the Owner shall have the right to enter Subcontractor's premises at all reasonable times to inspect such property and Subcontractor's records with respect thereto. Said property shall be relinquished back to its owner at the scheduled time, or upon demand.

(B) This Subcontract, as well as all information contained in documents, including drawings, specifications and schedules, received from BCC in connection with the Subcontract, are confidential and the property of BCC or the Owner, and such information shall not be transmitted, reproduced, used or disclosed by Subcontractor, except as necessary for the performance of the Subcontract Work, without prior written approval by BCC.

#### 11. CHANGES

(A) BCC may at any time by written Change Order make changes to the Subcontract without notice to the sureties, including but not limited to, the Subcontract Work, Subcontract Completion Date or Performance Period. BCC may direct the Subcontractor to perform changes to the Subcontract Work under the same terms and conditions as BCC may be required to perform such work under the Changes Clause or any other provision of the General Contract. If any Change Order causes an increase or decrease in the cost of, or the time required for the Subcontract Work, an equitable adjustment to the Subcontract will be negotiated. BCC shall not be liable for any damages as a consequence of delay, acceleration or disruption. Subcontractor's exclusive remedy for delay, acceleration and disruption shall be an extension of the Subcontract Completion Date or Performance Period, unless such delay, acceleration or disruption damages are recovered from the Owner or other responsible person not a party to this Subcontract. Any claim by Subcontractor for any adjustment under this clause must be asserted in writing within TEN (10) CALENDAR DAYS from receipt of the Change Order. Nothing herein shall excuse Subcontractor from proceeding diligently with performance of the Subcontract Work, as changed by BCC.

(B) Subcontractor shall respond in writing in accordance with the time set forth in the Request for Proposal, but in no event more than ten (10) working days after any requests for proposal issued by BCC. Should the Subcontractor fail to respond within this time period, BCC may submit an estimate to the Owner (on the Subcontractor's behalf) for the Subcontractor's total cost and time impact related to the proposed change. The extent to which the Subcontractor is entitled to relief for the change shall be no greater than that which the Contractor receives from the Owner on the Subcontractor's behalf.

#### 12. NOTICE OF CLAIMS FOR ADDITIONAL COST

If the Subcontractor wishes to make a claim for increase in the Subcontract Sum, it shall ensure that BCC receives written notice thereof within TEN (10) CALENDAR DAYS after the occurrence of the event giving rise to such claim, or within the time period required by the General Contract, whichever is shorter. This notice shall be given by the Subcontractor before proceeding to execute the work, except in an emergency endangering life or property. No claim for additional costs shall be valid unless so made, and any change in the Subcontract Sum resulting from such claim shall not be valid unless authorized by a written Change Order.

#### 13. ADJUSTMENTS IN SUBCONTRACT AMOUNT





(A) If a Subcontract Change Order requires an adjustment in the Subcontract Amount, the adjustment shall be established by BCC acceptance of an itemized lump sum; by unit prices as indicated in the Subcontract or as subsequently agreed to by the parties; by costs determined in a manner acceptable to the parties with a mutually acceptable fixed or percentage fee; or by such other method as may otherwise be provided in the Subcontract Documents.

(B) If the Subcontractor does not respond promptly or disputes the method of adjustment, the method and the adjustment shall be determined by BCC on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Subcontract Amount, an allowance of 10% for overhead and profit. The Subcontractor shall maintain for BCC review and approval an appropriately itemized and substantiated account of labor costs (including fringe benefits), costs of materials, supplies and equipment, bond and insurance premiums, permit fees and taxes, and costs of additional supervision and field office personnel necessitated by the change.

#### 14. CLAIMS AND DISPUTES

(A) With respect to any extra, claim or dispute for which the Owner is or may be liable, in whole or in part, the Subcontractor will prepare and submit to BCC, appropriate notices of its claim(s) and its final claim(s) at least five business days before any applicable deadline for providing notice of a claim or a claim to the Owner as required by the General Contract. For any such extra, claim or dispute, the Subcontractor will comply with the claims procedures (including any rates specified therein) in the General Contract. Subcontractor shall also clearly notify BCC, in writing of any actual or potential deadlines for submittal of Subcontractor's notice or claim to the Owner at the time of submission to BCC. BCC, will cooperate with the Subcontractor in presenting such notices and claim to the Owner and will pay to Subcontractor (subject to any applicable set-off) any amounts recovered for Subcontractor on such claim. The Subcontractor agrees that it will bear all costs, including legal fees, necessary to pursue such a claim against the Owner. The Subcontractor agrees that it will not pursue any extra, claim or dispute against BCC for amounts that should be justly paid by Owner, and the Subcontractor further agrees that it is required to await the resolution of all administrative claims procedures and other dispute resolution procedures required by the General Contract prior to asserting a claim against BCC for any such matters. If allowed by the General Contract or applicable rules and procedures, Subcontractor will be made a party to any applicable dispute resolution between the Owner and BCC. The Subcontractor will be bound by the outcome of any such dispute resolution proceedings whether or not Subcontractor is allowed to be included as a party thereto. The amount recovered (if any) from Owner for Subcontractor shall constitute the exclusive remedy and full and final amount due Subcontractor for any such extra or claim. If a claim against the Owner is procedurally barred due to Subcontractor's failure to timely submit notice of a claim or its claim to BCC or to otherwise follow the General Contract claim procedures, then Subcontractor's claim shall be deemed waived by Subcontractor and Subcontractor shall recover no additional compensation therefore.

(B) Any extra, claim or dispute solely between BCC and the Subcontractor not resolved by direct discussion shall be submitted first to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. The parties shall select the mediator within fifteen (15) Days of the request for mediation. Engaging in mediation is a condition precedent to arbitration. Except as to any extra, claim or dispute governed by (A) above, any extra, dispute or claim arising out of this Subcontract or relating to the dealings and transactions between the parties as a result of this Subcontract, including any contract, tort, or statutory claims between the parties, shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules then in effect. As part of the arbitration proceedings, the arbitrator(s) shall have the discretion and full authority (but not an obligation) to award reasonable attorneys' fees in favor of the party the arbitrator(s) deem to be the prevailing party. Since this Subcontract touches and concerns interstate commerce, this arbitration clause shall be governed by the Federal Arbitration Act. A judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration hearing shall be conducted in or around Durham, North Carolina.

If BCC, asserts that any dispute with Subcontractor is governed by subparagraph (A) above, any arbitration proceedings between BCC, and Subcontractor shall be stayed pending a final resolution of any claim submitted to Owner on Subcontractor's behalf.

(C) Subcontractor shall proceed diligently with the Subcontract Work pending resolution of any dispute(s).

(D) If not earlier barred by other provisions in this Subcontract or the General Contract, any claim(s) by the Subcontractor shall be waived if not pursued within one year from the date when the claim arose.

#### 15. INCONSISTENCIES, OMISSIONS AND SUBMITTALS

(A) Should inconsistencies or omissions appear in the Subcontract Documents; it shall be the duty of the Subcontractor to notify BCC in writing within THREE (3) WORKING DAYS of the discovery by the Subcontractor. Upon receipt of such notice, BCC shall instruct the Subcontractor as to the measures to be taken and the Subcontractor shall comply with BCC instructions.

(B) The Subcontractor shall assure that its shop drawings, samples and other submittals strictly conform to the Subcontract Documents. Subcontractor shall provide ALL submittals, including, but not limited to product samples and shop drawings, to BCC within TWENTY (20) CALENDAR DAYS OF RECEIPT OF THIS SUBCONTRACT, or such earlier time required by BCC to meet the Project Schedule. Submittals shall be provided in the quantity required by BCC, and shall be furnished in accordance with BCC's Standard Submittal Form attached hereto as Exhibit E. The approval of any Subcontractor submittal shall not be deemed to authorize deviations, substitutions or changes in the requirements of the Subcontract Documents unless express written approval is obtained from BCC authorizing such deviation, substitution or change.

(C) Immediately upon award of the Subcontract, Subcontractor shall furnish BCC in writing the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. Such submission shall be on BCC's standard form Subcontractor List of Subcontractors and Suppliers, attached hereto as Exhibit F, and Subcontractor/Supplier Information Sheet, attached hereto as Exhibit H. BCC will reply to the Subcontractor in writing stating whether it has reasonable objection to any such proposed person or entity. Subcontractor shall not contract with a proposed person or entity to which BCC has made reasonable and timely objection. If BCC has reasonable objection to a person or entity proposed by the Subcontractor, the Subcontractor shall propose another to whom BCC has no reasonable objection.



(D) Prior to the commencement of the Subcontract Work, Subcontractor shall examine the existing conditions of the jobsite, including, but not limited to adjacent in-place work. If Subcontractor concludes that existing jobsite conditions are unacceptable or will hinder Subcontractor's ability to perform the Subcontract work, it must immediately notify BCC in writing of the examination. If notice is not properly made, Subcontractor waives any and all claims it may have arising out of or related to existing jobsite conditions.

#### 16. INSPECTIONS AND TESTING

The Subcontractor shall schedule all required tests, approvals and inspections of the Subcontract Work at appropriate times so as not to delay the progress of the work. The Subcontractor shall give proper written notice to all required parties of such tests, approvals and inspections. The Subcontractor shall bear all expenses associated with tests, inspections and approvals required of the Subcontractor by the Subcontract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity approved by BCC and Owner. Required certificates of testing, approval or inspection shall, unless otherwise required by the Subcontract Documents, be secured by the Subcontractor and promptly delivered to BCC.

#### 17. WARRANTIES

The Subcontractor shall give the warranties called for in the General Contract for the time periods designated therein. In addition, Subcontractor warrants that all Subcontract Work shall: (a) be free from faults and defects in workmanship and materials, (b) be new and of specified commercial quality, (c) be suitable for the purpose intended, (d) be of merchantable quality, (e) if of Subcontractor's design, meet all performance requirements and be free from defects in design; and, (f) conform to the requirements of the Subcontract. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. All warranties shall run for the time required by the General Contract or ONE (1) YEAR from the final acceptance of the completed Project by the Owner, whichever is longer. All guarantees and warranties, expressed or implied, shall inure to the benefit of BCC. Any extended warranty in excess of one year shall be for the direct benefit of the Owner. Furthermore, BCC shall not be deemed to have accepted any Subcontract Work until the Owner has finally accepted it. BCC may at any time during the warranty period require the Subcontractor to remedy by repair, correction, or replacement, without cost to BCC, any of the Subcontract Work that fails to comply with the Subcontract, including the foregoing warranties, regardless of the cause. Subcontractor shall also repair, correct or replace any other work that is damaged or otherwise affected by Subcontractor's defective, faulty or non-conforming work, and shall be liable for any consequential damages caused thereby.

#### 18. DAMAGES AND CORRECTION OF SUBCONTRACT WORK

(A) The Subcontractor shall be liable to BCC for any damages, actual or liquidated, which BCC may sustain as a result of failure or delay by the Subcontractor in the performance of the Subcontract Work as scheduled. The Subcontractor shall be liable to BCC for all direct and indirect costs, including increased overhead and supervision costs, caused by any delays due to Subcontractor's work and/or progress. **SUBCONTRACTOR SHALL BE LIABLE TO BCC FOR ALL LIQUIDATED DAMAGES ASSESSED BY OWNER AND/OR ALL OTHER DAMAGES OR DEDUCTIONS CHARGED BY OWNER OR OTHERS FOR DELAYS CAUSED BY SUBCONTRACTOR.** In addition to the foregoing, the Subcontractor shall also be liable to BCC for all incidental and consequential damages incurred by BCC in addition thereto, specifically including extended jobsite and home office overhead costs incurred by BCC. If project delays are caused by several persons or factors, then responsibility for such delays and any resulting cost overruns and damages shall be apportioned by BCC and paid by all responsible parties.

(B) If any Subcontract Work proves defective or deficient, such defects or deficiencies shall, as required by BCC, be corrected and repaired by the Subcontractor, at the Subcontractor's expense, to the satisfaction of BCC. If the Subcontractor's correction or removal of Subcontract Work destroys or damages completed or partially completed work of the Owner, BCC or any other contractor or subcontractor, the Subcontractor shall be responsible for the cost of correcting such destroyed or damaged construction. If, after 48 hours from receipt of written notice to correct defective or deficient work, the Subcontractor fails to proceed promptly with any such repairs or corrections as directed by BCC, or BCC determines that the Subcontractor has failed to demonstrate that the Subcontractor is capable of making satisfactory repairs or corrections, such repairs and corrections may be accomplished by BCC at the Subcontractor's expense. Should it become necessary for BCC to employ counsel, or to take legal action to enforce the obligation of the Subcontractor, or should BCC become involved in litigation arising out of or relating to any part of the Subcontract Work, the Subcontractor shall pay BCC attorney's fees in addition to actual costs and damages.

#### 19. PATENT INDEMNITY

Subcontractor shall to the fullest extent permitted by law defend, indemnify and hold harmless BCC, its officers, agents, employees, and indemnities from and against any and all claims, losses, suits, damages, legal and otherwise in any way, arising out of or relating to any claim, action or proceeding for infringement of any patent or any trademark relating to or arising out of the Subcontract Work, or out of the use or disposal of the Subcontract Work.

#### 20. INSURANCE

(A) The Subcontractor agrees that it will carry, at its sole expense, insurance in accordance with the Insurance Requirements set forth in Exhibit G attached hereto, as well as any and all insurance coverages required by the General Contract or applicable law if not specifically delineated. Regardless of the statutory or regulatory ability of any owner, partner, or employee to opt out of the workers' compensation coverage, all persons performing work under the Subcontract, whether at the Project site or not, shall be covered by workers' compensation insurance coverage within the minimum limits set forth by the Subcontract. The Subcontractor further agrees to insure all loss or damage to Subcontractor's work until acceptance and all owned or leased tools, vehicles and equipment.

(B) All insurance maintained by the Subcontractor, including any coverage in addition to, or not specified above, shall be written through a company authorized to sell such insurance in the State where the Project is located. Subcontractor shall cause BCC and Owner to be listed as additional insureds on its General Liability Insurance utilizing the most current form ISO CG 20 37 or substitute form providing equal or better coverage. The insurance procured and maintained by the Subcontractor will be primary, and not contributing with any other available insurance coverage. Prior to commencement of the Subcontract Work and as often thereafter as BCC may request, the Subcontractor will furnish to BCC original Certificates of Insurance, in a form acceptable to BCC, of the required insurance, and upon request by BCC, an actual



copy of the policy or policies with all endorsements. The Certificates of Insurance shall state that in the event of cancellation or modification, notice will be delivered to BCC at least thirty (30) days in advance of the effective date of any cancellation or modification.

(C) The Subcontractor, for itself as well as its successors, subcontractors and insurers, hereby waives any claim or right of subrogation or like claims against BCC, Owner or any of their employees, officers, managers, agents, assigns and affiliates arising out of any losses covered by the Subcontractor's insurance. The Subcontractor shall provide waivers of subrogation in accordance with the insurance requirements set forth in Exhibit G.

(D) The Subcontractor agrees to insert the substance of this clause, including Exhibit G and this subparagraph (D), in all subcontracts and purchase orders it enters into for performance of the Subcontract Work.

(E) BCC shall have the right at its sole discretion, but not the obligation, to purchase such insurance as required by this clause, and to withhold payment to the Subcontractor or otherwise obtain payment from the Subcontractor for such sums necessary to purchase the insurance.

#### 21. LIABILITY AND INDEMNIFICATION

(A) To the fullest extent allowed by law, Subcontractor shall defend (through an attorney selected by BCC), indemnify and hold harmless BCC, its officers, agents, employees, and indemnities from and against any and all claims, notices, orders, losses, suits, damages (including consequential or punitive damages) legal and otherwise, and liabilities incurred by or asserted against BCC which in any way arise out of or are related to (1) defective Subcontract Work, (2) Subcontract Work which does not conform to the Subcontract requirements, (3) any inaccuracy of information or violation of any certification provided by Subcontractor, (4) Subcontractor's failure to comply with the Subcontract, or (5) any death, personal injury, damage or loss to property occasioned wholly or in part by any act or omission of Subcontractor, its agents, employees, or subcontractors, arising out of or related to the Subcontract Work. SUBCONTRACTOR AGREES THAT TEN DOLLARS OF THE SUBCONTRACT SUM IS PAID IN CONSIDERATION OF THIS INDEMNITY PROVISION.

(B) To the full extent allowed by law, Subcontractor will defend, indemnify, and hold harmless BCC, its bonding company, employees, officers, and agents, as well as Owner, from any and all costs (including interest and attorney's fees), claims, and causes of action in any way related to any lien or other claim for payment of monies owed on the Project from any lower tier subcontractor or supplier to Subcontractor and any other third person claiming to be owed for labor or materials supplied to the Project and within the scope of or related to the Subcontract Work; or 2) any claim against any payment or performance bond posted by BCC or higher tier contractor, that relates to work within the scope of the Subcontract Work.

(C) "If the Project is privately owned and in the State of North Carolina, Subcontractor hereby acknowledges receipt of a written notice properly identifying the Owner's Lien Agent and Subcontractor waives any claim against BCC for any alleged failure to provide that notice."

(D) Subcontractor shall reimburse BCC for all legal and other expenses reasonably incurred in connection with investigating or defending any claim, notice, order, loss, suit, damage, liability or resulting action.

(E) The Subcontractor shall be solely responsible for all materials, equipment and work until BCC and the Owner finally accept the Project.

(F) It is understood and agreed that the Subcontractor's indemnification obligations to BCC under this Subcontract survive any termination of this Subcontract. To the fullest extent allowed by law, the indemnification obligations under this Subcontract also shall not be limited in any way by the types or limitations of insurance coverage carried by the Subcontractor.

#### 22. BONDS

(A) If indicated by checking this provision on page one of this Subcontract Agreement, the Subcontractor agrees that it shall provide a Performance Bond equal to 100% of the Subcontract Sum and a Labor and Material Payment Bond equal to 100% of the Subcontract Sum, in favor of BCC, on standard industry-accepted bond forms as security for faithful performance of the work and payment of all labor and material used in the prosecution of the Subcontract Work. The surety on such bonds shall be duly authorized to do business in the location where the Project is performed and shall be subject to approval by BCC.

(B) If the Project is a public project funded by the State of North Carolina and for which a bond is required by N.C. Gen. Stat. § 44A-26(a), the Subcontractor acknowledges receipt of BCC's project statement and waives any defense as to the enforceability of this Subcontract with respect thereto. If N.C. Gen. Stat. § 44A-26(a) requires a bond, Subcontractor shall provide a copy of BCC's project statement to each of the Subcontractor's lower tier subcontractors or suppliers engaged to perform labor or furnish materials to the Project. The Subcontractor further agrees to require all such lower tier subcontractors and suppliers to provide a copy of BCC's project statement to any lower tier subcontractor or supplier engaged by them.

#### 23. TERMINATION OF SUBCONTRACTOR

(A) Termination for Cause.

a. BCC has the right to terminate Subcontractor for cause, without notice, on any of the following grounds: serious safety violations as determined by BCC; receiving notice of a serious safety violation from OSHA or any other government entity with jurisdiction; failure to promptly pay Subcontractor's employees, suppliers, or sub-subcontractors regardless of the reason therefor; Subcontractor abandoning the job; Subcontractor ceasing its performance or its repudiation of its obligations under this Subcontract; or the insolvency or receivership of Subcontractor.

b. BCC has the right to terminate Subcontractor for cause, with notice, on any of the following grounds: breach of any term of this Subcontract; failure to provide sufficient skilled labor or materials of proper quality; failure to repair defective work; failure to prosecute the Work promptly and diligently to promote the progress of the Project; failure to provide or continue in force the insurance or bonds required by this Subcontract; failure to commence, prosecute and complete its work when scheduled by BCC; or failure to honor the indemnity, warranty and other provisions of this Subcontract. BCC's notice of potential termination to Subcontractor shall state the default requiring immediate corrective action by Subcontractor. Subcontractor shall thereafter have three (3) business days to correct any such default, and failure to do so will be grounds for termination without further notice. Any such notice will be deemed given upon the occurrence of any of the following: (a) being faxed to the subcontractor's last known fax number, or (b) Emailed to Subcontractor's



last known Email address; or (c) deposited with the US Postal Service, postage prepaid, and addressed to Subcontractor at its last known address. Subcontractor's failure or refusal to accept or acknowledge receipt of any such notice will not defeat the validity of such notice.

- c. All payments to Subcontractor shall cease upon termination for cause. Upon termination of Subcontractor for cause, BCC shall be at liberty to provide any such materials or perform any such work or labor and to deduct the costs thereof (plus 10% for BCC's overhead) from any money then or thereafter to become due to Subcontractor under this Subcontract. BCC shall also be at liberty to enter upon and take possession of the premises and of all materials thereon (including, without limitation, finished material and equipment to be installed) which, upon any such default, are hereby sold, assigned and transferred to BCC and to provide all other necessary materials, equipment, tools and appliances and complete or employ others to complete the Work required by this Subcontract at the cost, charge and expense of Subcontractor. Should said costs, expenses and overhead exceed sums due Subcontractor, Subcontractor and its surety shall be liable to BCC for any such overrun. If the cost of completing Subcontractor's work after all of the above charges is less than the balance otherwise due under the Subcontract, Subcontractor shall be entitled to the difference. It is expressly agreed that upon termination of Subcontractor, BCC shall have the right, but not the obligation, to contract (at Subcontractor's expense) with a competent replacement subcontractor on a time and material basis and to order any acceleration of the Work to avoid or mitigate other delays, costs, and damages on the Project.

(B) Termination without cause.

- a. BCC has the right to terminate this Subcontract without cause, and its liability to Subcontractor in that event will be limited to payment for work actually completed at the unit prices provided for herein or, if this is not a unit price contract, the percentage completed of all work performed and incorporated into the Project by Subcontractor. Subject to the limitations contained in this paragraph, Subcontractor will also be compensated the amount paid by Subcontractor or owed for materials specially ordered for use on the Project but not yet incorporated into the Project and for other unavoidable expenses actually owed to third persons for work not yet incorporated into the Project. All such materials shall be turned over to BCC. BCC will not have to pay a termination fee or pay for "lost profits and overhead" or any other non-direct costs unless the General Contract provides for such payment and Owner actually pays BCC for such indirect costs related to Subcontractor's early termination. In no event shall the total amount paid or due Subcontractor for early termination exceed the Subcontract Price. If any termination for cause should later be determined to have been unjustified, then such termination will be deemed to have occurred under this subparagraph and Subcontractor's recovery limited accordingly.

24. COMPLIANCE WITH LAW

(A) Subcontractor shall comply with all federal, state and local laws, regulations, ordinances, orders, notices, actions, policies or common laws, including, but not limited to, those concerning the proper handling, transportation, treatment, removal or storage of hazardous wastes, substances or materials, or any substance the presence of which requires investigation or remediation, the Fair Labor Standards Act of 1938 (29 U.S.C. §§201-219), the Occupational Safety and Health Act of 1970, the Buy American Act (41 U.S.C. §10) and Executive Order 10582, December 17, 1954, all as amended, and including any regulations or standards issued thereunder;

(B) If this Subcontract arises under or relates to a government contract, grant or other government funding, Subcontractor certifies that it is eligible to receive such contracts, grants or funds from that government entity and that neither it nor its principals or employees have been convicted of any acts which would render Subcontractor or any of its principals or employees ineligible for receipt of a contract, grant or funds from such government entity; and Subcontractor shall execute Federal Government Form SF 1413 or other applicable government forms if requested.

25. WORK RULES, DAILY REPORTS, AND SAFETY

(A) Subcontractor shall comply with all BCC Work Rules and Safety Procedures as set forth in Exhibit K attached hereto. The Subcontractor shall at all times keep the work site free from accumulation of waste materials or rubbish caused by Subcontractor. Upon completion of the Subcontract Work, the Subcontractor shall remove from and about the work site all of its rubbish, surplus materials, tools, equipment, scaffolding, and other items, and shall leave the site in a clean and orderly condition satisfactory to BCC and the Owner. Should the Subcontractor fail to comply with any or all of the requirements hereunder, upon 24 hour notice, BCC will perform the necessary clean up at the sole expense of the Subcontractor.

(B) Subcontractor shall take all reasonable safety precautions with respect to the performance of the Subcontract Work, shall comply with all safety regulations initiated by BCC or the Owner, and with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property. Further, the Subcontractor shall comply with the safety and health standards of the Occupational Safety and Health Act of 1970, and all additions and modifications thereafter. The Subcontractor shall hold BCC harmless for any violation by the Subcontractor's workers, employees, agents or lower tier subcontractors of any law or regulation, and shall reimburse BCC for any fines, damages, or expenses of any kind incurred by reason of the Subcontractor's failure or the failure of its lower tier subcontractors to comply with such law or regulation.

26. EQUAL OPPORTUNITY STATEMENT

(A) The Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, gender, or national origin. If the Project is for the federal government, the Subcontractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, religion, sex, disability, gender, veteran status or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination and affirmative action clause.



(B) If the Project is for the federal government, the Subcontractor shall, in all solicitations or advertisements for employment placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability, gender, national origin, or veterans status.

(C) If the Project is for the federal government, the Subcontractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Subcontractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) If the Project is for the federal government, the Subcontractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(E) If the Project is for the federal government, the Subcontractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by BCC, the Owner or the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(F) In the event of the Subcontractor's noncompliance with the nondiscrimination clauses of the Subcontract or with any of such rules, regulations, or orders, the Subcontract may be canceled, terminated or suspended in whole or in part and the Subcontractor may be declared ineligible for further government contract work in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

#### 27. ASSIGNMENTS AND SUBCONTRACTORS

Neither this Subcontract, nor any rights hereunder, shall be assignable or otherwise transferable by Subcontractor without the prior written consent of BCC. Any assignment or transfer without such written consent is void. Subcontractor shall not subcontract all or any portion of the Subcontract Work without the prior written consent of BCC. Such written consent shall not in any way diminish the responsibility of Subcontractor to comply with this Subcontract. Furthermore, Subcontractor shall include the terms of the Subcontract, including government regulations and clauses, into any sub-subcontract or purchase order. In the event of the default or termination of the Subcontractor by BCC, Subcontractor agrees that BCC shall have the right but not the obligation to an assignment of subcontracts and purchase orders related to the Subcontract Work of Subcontractor, and Subcontractor shall make such assignments at the request of BCC.

#### 28. GENERAL PROVISIONS

(A) All headings are for convenience and shall not affect the interpretation of the Subcontract; (B) In the event that any provision of the Subcontract conflicts with law or regulation, such conflict shall not affect other provisions of this Subcontract which can be given effect without the conflicting provision; (C) The failure of BCC to insist on performance of any provision of the Subcontract shall not be construed as a waiver of that provision in any later instance; (D) This Subcontract contains the entire agreement between the parties hereto, and may not be changed, altered, modified, limited or extended, unless such agreement be expressed in writing and signed by the parties; (E) The person executing this Subcontract on behalf of Subcontractor warrants their authority to bind Subcontractor to the Subcontract, and Subcontractor shall provide evidence of such authority upon request by BCC; (F) The remedies of Subcontractor herein are cumulative and are in addition to any other remedies provided by law; (G) This Subcontract shall be governed and construed in accordance with the laws of the State of North Carolina without regard to its choice of law rules. (H) While reserving its right to be paid for work under this Subcontract (with interest as allowed herein), the Subcontractor does hereby waive any and all claims for any other damage to its business as a result of any breach of this Subcontract or any conduct between the parties related thereto. This damage waiver includes, but is not limited to, any and all claims for incidental and consequential damages that might be incurred by Subcontractor and any claims for lost bonding capacity or even the ultimate failure of Subcontractor's business. Subcontractor specifically waives any claims beyond the contract balance due under the express terms of this Subcontract. Subcontractor expressly waives any and all causes of action other than for breach of contract for any dealings between the parties with respect to the Project that this Subcontract relates to.

#### 29. NOTICES

All notices to BCC shall be sufficient if in writing and (A) personally delivered to a corporate officer or (B) sent by certified mail, return receipt requested and postage prepaid to the address identified in the Subcontract, (C) sent via email to a known working address of a corporate officer with read receipt and proof of read receipt or a reply email. For the purposes of this contract an auto-response shall not constitute receipt of notice.



Wherefore, the parties have placed their hands and seals.

**Bordeaux Construction Company, Inc.**

By: \_\_\_\_\_ (Signature of Authorized Representative) (SEAL) \_\_\_\_\_ (Witness) (SEAL)

J. Blair Bordeaux, President  
Project Executive, Bordeaux Construction  
\_\_\_\_\_  
(Printed Name of Authorized Representative) (SEAL)

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

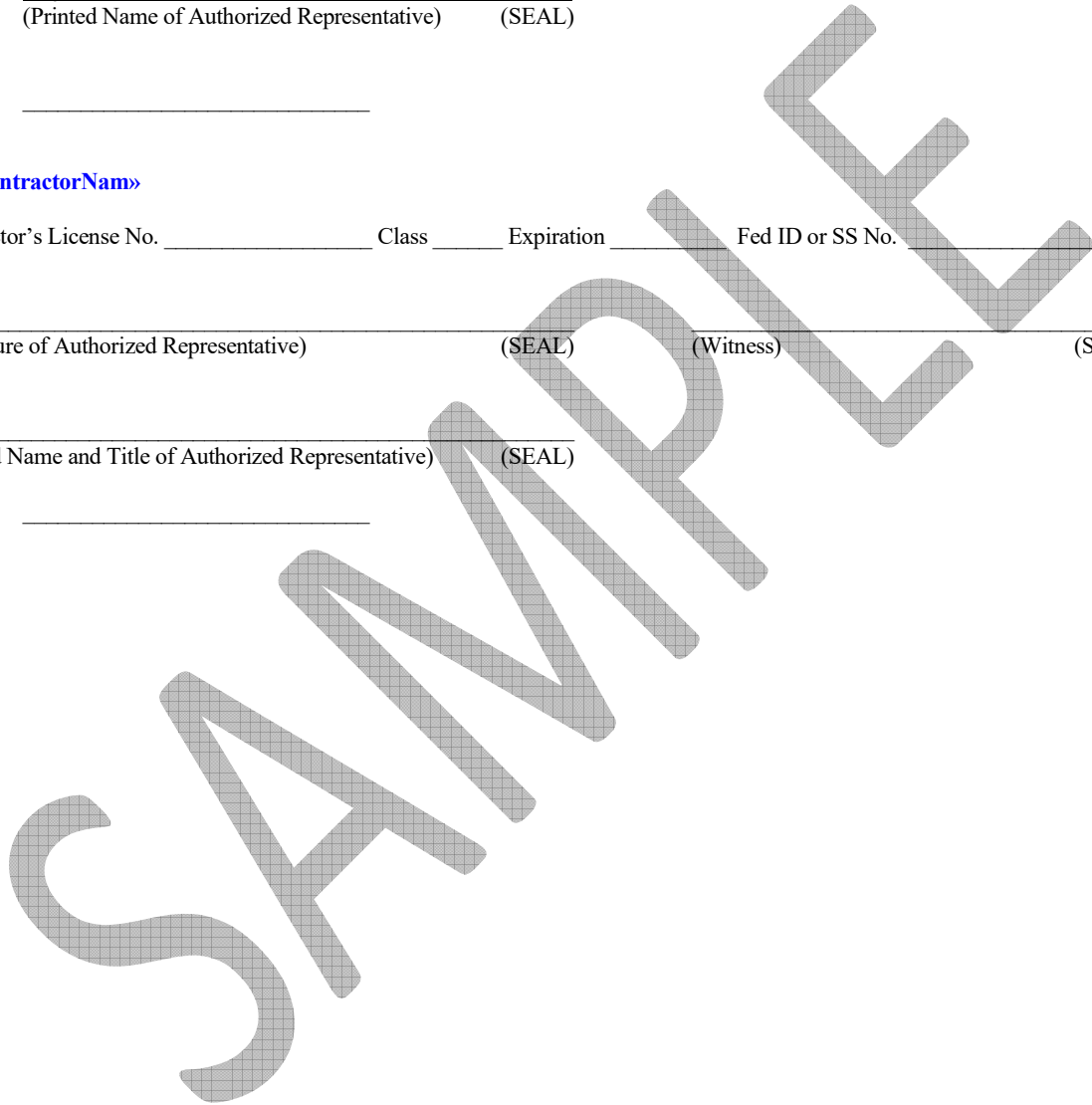
«SubcontractorName»

Contractor's License No. \_\_\_\_\_ Class \_\_\_\_\_ Expiration \_\_\_\_\_ Fed ID or SS No. \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Representative) (SEAL) \_\_\_\_\_ (Witness) (SEAL)

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative) (SEAL)

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



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- EXHIBIT C: DOCUMENT LIST
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- EXHIBIT F: LIST OF SECOND-TIER SUBCONTRACTORS
- EXHIBIT G: INSURANCE REQUIREMENTS
- EXHIBIT H: SUBCONTRACTOR SUPPLIER INFORMATION SHEET
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- EXHIBIT K: SAFETY REQUIREMENTS
- EXHIBIT L: NOT USED
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Exhibit C**

**Pender County K-8 School  
Job No. 2307**

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**DRAWINGS  
Dated August 02, 2024**

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DATED AUGUST 02, 2024

**BIDDING AND CONTRACT DOCUMENTS**

**DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS**  
*Refer to Bordeaux Construction's Bid Manual*

**TECHNICAL SPECIFICATIONS**

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012100	Allowances
012200	Unit Prices
012300	Alternates
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012501	Substitution Request Form (After Receipt of Bids)
014000	Quality Requirements
014200	Definitions and Reference Standards
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016000	Product Requirements
017000	Execution and Closeout Requirements
017419	Construction Waste Management and Disposal
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018119	Indoor Air Quality Requirements
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018317	Exterior Building Enclosure Air Barrier Requirements
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032000	Concrete Reinforcing (Site)
033000	Cast-In-Place Concrete
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**DIVISION 04 – MASONRY**

042000	Unit Masonry
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**DIVISION 05 – METALS**

051200	Structural Steel Framing
052100	Steel Joist Framing
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054000	Cold-Formed Steel Framing – Structural (CFSF-S)

054003 Continuous Insulation (CI) Framing System, Clipped  
055000 Metal Fabrications  
055100 Metal Stairs  
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055213 Pipe and Tube Railing

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064100 Architectural Woodwork and Casework

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072100 Thermal Insulation  
072736 Sprayed Foam (SPF) Air Barrier  
074213 Metal Wall Panels  
074213.23 Metal Composite Material Wall Panels  
075423 Thermoplastic Polyolefin (TPO) Roofing  
076200 Sheet Metal Flashing and Trim  
077100 Roof Specialties  
077200 Roof Accessories  
078400 Firestopping  
078426 Thermal Barriers for Plastics  
079200 Joint Sealants  
079513 Expansion Joint Cover Assemblies

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081113 Steel Doors and Frames  
081416 Flush Wood Doors  
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083100 Access Doors and Panels  
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083323 Overhead Coiling Doors  
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084313 Aluminum-Framed Storefronts  
084413 Glazed Aluminum Curtain Walls  
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087100 Door Hardware  
088000 Glazing  
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095100 Acoustical Ceilings  
096466 Wood Athletic Flooring  
096467 Dance Flooring Assemblies  
096513 Resilient Base and Accessories

096519	Resilient Tile Flooring
096566	Resilient Athletic Flooring
096623	Resinous Matrix Terrazzo Flooring
096700	Fluid-Applied Flooring
096813	Tile Carpeting
098430	Sound-Absorbing Wall and Ceiling Units
099100	Painting

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101100	Visual Display Surfaces
101200	Display Cases
101400	Signage
102113.19	Plastic Toilet Compartments
102123	Cubicle Curtains and Track
102239	Folding Panel Partitions
102600	Wall and Door Protection
102800	Toilet and Bath Accessories
104400	Fire Protection Specialties
105113	Metal Lockers
105613	Metal Storage Shelving
107500	Flagpoles

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113013	Residential Appliances
114000	Foodservice Equipment
115100	Library Furnishings
115213	Projection Screens
116143	Stage Curtains
116613	Ballet Barres
116623	Gymnasium Equipment
116733	Climbing Walls
116843	Exterior Scoreboards

DIVISION 12 – FURNISHINGS

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123100	Manufactured Metal Casework
123553.19	Wood Laboratory Casework
123583	Music Equipment Storage Casework and Accessories
125600	Metal Work Tables
126600	Telescoping Stands

DIVISION 13 - SPECIAL CONSTRUCTION

Not Used

DIVISION 14 - CONVEYING EQUIPMENT

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### **DIVISION 21 – FIRE SUPPRESSION**

210500	Common Work Results for Fire Suppression
210529	Hangers and Supports for Fire Suppression Piping
210548	Vibration and Seismic Controls for Fire-Suppression Piping and Equipment
211000	Water-Based Fire-Suppression Systems
211313	Wet-Pipe Sprinkler Systems
211316	Dry-Pipe Sprinkler Systems
212200	Clean Agent Fire Extinguishing System
213113	Electric Drive – Vertical In-Line Fire Pumps

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220500	Common Work Results for Plumbing
220513	Common Motor Requirements for Plumbing Equipment
220516	Expansion Fittings and Loops for Plumbing Piping
220517	Sleeves and Sleeve Seals for Plumbing Piping
220519	Meters and Gages for Plumbing Piping
220523	General-Duty Valves for Plumbing Piping
220529	Hangers and Supports for Plumbing Piping and Equipment
220553	Identification for Plumbing Piping and Equipment
220700	Plumbing Insulation
221113	Facility Natural Gas Piping
221116	Domestic Water Piping
221119	Domestic Water Piping Specialties
221125	Circulating Pumps
221316	Sanitary Waste and Vent Piping
221319	Sanitary Waste Piping Specialties
221413	Facility Storm Drainage Piping
221423	Storm Drainage Piping Specialties
221429	Sump Pumps
223400	Fuel-fired Domestic Water Heaters
224000	Plumbing Fixtures

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230500	Common Work Results for HVAC
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230514	Variable Speed Drives
230516	Expansion Fittings and Loops for HVAC Piping
230517	Sleeves and Sleeve Seals for HVAC Piping
230519	Meters and Gauges for HVAC Piping
230523	General-Duty Valves for HVAC Piping
230529	Hangars and Supports for HVAC Piping and Equipment
230533	Heat Tracing for HVAC Piping
230548	Vibration Control for HVAC
230553	Identification for HVAC Piping and Equipment
230700	HVAC Insulation
230900	Building Automation System
230993	Sequence of Control for HVAC
232113	Hydronic Piping

232123	Hydronic Pumps
232300	Refrigerant Piping
232500	HVAC Water Treatment
233113	Metal Ducts
233300	Air Duct Accessories
233423	HVAC Power Ventilators
233713	Diffusers, Registers, and Grilles
233723	HVAC Gravity Ventilators
234100	Particulate Air Filtration
235100	Breechings, Chimneys, and Stacks
235216	Condensing Boilers
236426	Air-Cooled Rotary Screw Water Chillers
237219	Air-to-Air Energy Recovery Units
237313	Modular Indoor Central Station Air Handling Units
237433	Makeup Air Units
238126	Ductless Mini-Split Air Conditioning Units
238143	Split System Heat Pumps
238219	Fan Coil Units
238240	Electric Unit Heaters

#### DIVISION 25 – INTEGRATED AUTOMATION

Not Used

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260519	Low-Voltage Electrical Power Conductors
260526	Grounding and Bonding for Electrical Systems
260529	Hangers and Supports for Electrical Systems
260533	Raceway and Boxes for Electrical Systems
260544	Sleeves and Sleeve Seals for Electrical Raceways and Cabling
260553	Identification for Electrical Systems
260572	Overcurrent Protective Device Short-Circuit Study
260573	Overcurrent Protective Device Coordination Study
260574	Overcurrent Protective Device Arc-Flash Study
260923	Lighting Controls
260943	Relay-Based Lighting Controls
262200	Low-Voltage Transformers
262413	Switchboards
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262816	Enclosed Switches and Circuit Breakers
263213	Engine Generators
263600	Transfer Switches
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264313	Surge Protection for Low-Voltage Electrical Power Circuits
265119	LED Interior Lighting
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270526	Grounding and Bonding for Communication Systems

270528	Pathways for Communications Systems
270536	Cable Trays for Communications Systems
271100	Communications Equipment Room Fittings
271300	Communications Backbone Cabling
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274116	Integrated Audiovisual Systems
275227	Two-Way Communication Intercom System
276410	RF BDA-Based Signal Booster System

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280500	Common Work Results for Electronic Safety and Security
280513	Conductors and Cables for Safety and Security
283111	Emergency Voice Communication Fire-Alarm System

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312213	Rough Grading
312316	Excavation
312316.13	Trenching
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312500	Erosion and Sedimentation Controls

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321216	Asphalt Paving
321313	Concrete Paving
321413	Precast Concrete Unit Pavers
321723	Pavement Markings
323113	Chain Link Fences and Gates
329200	Turf and Grasses
329223	Sodding
329300	Exterior Plants

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330110	Disinfection of Water Utility Piping Systems
330505.31	Hydrostatic Testing
330505.43	Mandrel Testing
330507	Boring and Jacking
330533.16	HDPE Drainage Piping
330561	Concrete Manholes
331413	Public Water Utility Distribution Piping
331417	Site Water Service Utility Laterals
331419	Valves and Hydrants for Water Utility Service
334200	Stormwater Conveyance

*End of Documents List*

Exhibit D

BORDEAUX CONSTRUCTION COMPANY, INC.  
SUBCONTRACTOR'S APPLICATION FOR PAYMENT  
(Inclusive of Partial Release & Waiver of Lien)  
PAGE 1

Subcontractor: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
Subcontract Number: \_\_\_\_\_ Application Number: \_\_\_\_\_  
Project: \_\_\_\_\_ Period: \_\_\_\_\_ To: \_\_\_\_\_

STATEMENT OF CONTRACT COMPLETE TO DATE:

Original Contract Amount	\$ _____
Approved Change Orders (listed on schedule of value)	\$ _____
Total Contract Amount to Date	\$ _____
Total Completed & Stored to Date _____%	\$ _____
(As per attached schedule of values)	
Less _____% Retained as per contract	\$ _____
Net Requested to Date	\$ _____
Less Previous Applications for Payment	\$ _____
Amount Due This Request	\$ _____

**RELEASE:** Upon receipt by the Subcontractor of the payment requested herein, the Subcontractor does release and forever discharge Bordeaux Construction Company, Inc., (hereinafter "Bordeaux") its Sureties, the project land and the Owner from any and all actions, causes of actions, liens, lien rights, debts, dues, accounts, covenants, agreements, judgements, and claims of any nature or kind whatsoever that the Subcontractor now has or ever has had in connection with the Subcontract as of the date of this request, except for retainage not yet due and payable or written claims already made pursuant to the Contract requirements and not yet resolved by change order.

**WARRANTIES AND REPRESENTATIVES BY SUBCONTRACTOR:** The Subcontractor warrants and represents that it has paid for all labor and material billed for in its previous payment requests. The Subcontractor certifies and warrants that all charges for labor, materials, supplies, equipment, lands, licenses and other expenses for which Bordeaux, its bonding company or the Owner might be sued or for which a lien or bond might be filed, have been fully satisfied and paid or will be paid from the proceeds of this Pay Request, and the Subcontractor agrees to defend and hold harmless Bordeaux from and against all suits, actions, claims, liens, or demands of laborers, mechanics, materialmen or others, filed against Bordeaux or the project or the Owner arising of of the scope of the Subcontract work.

The individual signing below agrees to be personally accountable for the accuracy of these representations.

TOTAL TAX PAID THIS PERIOD (FROM ATTACHED SALES TAX REPORT) \$ \_\_\_\_\_

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Subcontractor  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**SUBCONTRACTOR'S APPLICATION FOR PAYMENT  
 SCHEDULE OF VALUES  
 PAGE 2**

Subcontractor: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Subcontract Number: \_\_\_\_\_

TO: Bordeaux Construction Co., Inc.  
 4 Copley Parkway, Suite 100  
 Morrisville, NC 27560

DATE: \_\_\_\_\_

PROJECT: \_\_\_\_\_  
 PERIOD \_\_\_\_\_ TO \_\_\_\_\_

ITEM	DESCRIPTION	SCHEDULE OF VALUE	PREVIOUS REQUEST	WORK IN PLACE	STORED MATERIALS	TOTAL COMPLETED & STORED TO DATE	BALANCE TO FINISH
	TOTALS						



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

(Page 4a)

CONTRACTOR: \_\_\_\_\_ Page \_\_\_\_\_ 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 FOR COUNTY OF:
CONTRACTOR							
SUBCONTRACTOR(S)*							
COUNTY TOTAL							

\*Attach subcontractors(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 apart of or annexed to the building or structure erected, altered or repaired and that the vendors from whom the property was purchased, the dates and numbers of the invoices covering the purchases, the total amount of the invoices of each venor, the NC sales and use taxes paid the the cost of property withdrawn from warehouse stock and NC sales or use taxes paid are stated above. 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\_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

Seal

\_\_\_\_\_  
 Signed

\_\_\_\_\_  
 Print of Type Name of Above

NOTE: This certified statement may be subject to audit.



INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY \_\_\_\_\_ TO FURNISH \_\_\_\_\_ MATERIALS (AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS \_\_\_\_\_ WHICH IS LOCATED IN THE CITY OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, AND IS OWNED BY \_\_\_\_\_.

UPON THE RECEIPT OF THE SUM OF \$ \_\_\_\_\_, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF \_\_\_\_\_ (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(SIGNATURE) (SEAL)

\_\_\_\_\_  
(NAME AND TITLE)

\_\_\_\_\_  
(COMPANY)

Notary: \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

SEAL

**SUBCONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN**

**SUBCONTRACT NO.** \_\_\_\_\_ **JOB NAME:** \_\_\_\_\_

**BORDEAUX CONSTRUCTION COMPANY, INC.**

(Name of Contractor)

\_\_\_\_\_

(Name of Subcontractor)

Date: _____	Total Contract Amount	\$ _____
	Total Paid To Date	\$ _____
	Retainage Due	\$ _____
	Total Due	\$ _____

Upon receipt, by Subcontractor, of the payment in the above stated amount, or if paid by check, when said check has been paid by the bank upon which it is drawn, Subcontractor does remise, release and forever discharge Contractor and its Sureties and the Principal from any and all actions, and from any causes of action, liens, bond rights, stop notices, debts, dues, accounts, covenants, agreements, judgements, claims, demands of whatsoever nature of character which said Subcontractor now has or ever has had against the Contractor, or its Sureties or the Principal, their successors and assigns, which shall have arisen or may arise out of or be incidental to work undertaken or done under or in connection with the Subcontract as of the estimate date.

Subcontractor certifies and warrants that all charges for labor, materials, supplies, equipment, lands, licenses and other expenses for which the Contractor of the Principal might be sued, or for which a lien, stop notice or bond claim might be filed, have been fully satisfied and paid or will be paid prior to becoming delinquent. And the Subcontractor agrees to defend and save harmless the Contractor and the Principal from and against all suits, actions, claims, liens or demands of laborers, mechanics, materials, men or others, filed against the Contractor or the Principal or the buildings, structures, additions, or improvements constructed under the Original Contract and arising out of the performance of the Subcontract work.

IN WITNESS WHEREOF, Subcontractor has executed this receipt, release, waiver of lien and discharge on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Sworn this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
County: \_\_\_\_\_  
State: \_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signed: \_\_\_\_\_  
Name & Title: \_\_\_\_\_  
\_\_\_\_\_

Appendix E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect:

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

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

SCO Project ID: \_\_\_\_\_

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

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

MBE FIRM NAME	*TYPE OF MBE	TOTAL CURRENT CONTRACT AMOUNT	AMOUNT BILLED THIS MONTH	TOTAL AMOUNT BILLED	TOTAL AMOUNT PAID

\*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**

List of Second-Tier Subcontractors/Suppliers  
**Exhibit F**

**Pender County K-8 School**  
**Job No. 2307**

Note: Attach additional pages as necessary

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**Subcontractor 1:** \_\_\_\_\_  
**Federal Tax ID#:** \_\_\_\_\_  
**Contractor License # (if applicable):** \_\_\_\_\_ **State:** \_\_\_\_\_ **Class:** \_\_\_\_\_  
**License Expiration Date (if applicable):** \_\_\_\_\_  
**Point of Contact:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

---

Mailing Address \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

---

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_  
**Company Status** – Indicate if certified as any of the following and attach a copy of certificate  
 Small Business  Minority Owned Business, Minority Group: \_\_\_\_\_  
 Woman Owned Business  Small Disadvantaged Business

---

**Subcontractor 2:** \_\_\_\_\_  
**Federal Tax ID#:** \_\_\_\_\_  
**Contractor License # (if applicable):** \_\_\_\_\_ **State:** \_\_\_\_\_ **Class:** \_\_\_\_\_  
**License Expiration Date (if applicable):** \_\_\_\_\_  
**Point of Contact:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

---

Mailing Address \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

---

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_  
**Company Status** – Indicate if certified as any of the following and attach a copy of certificate  
 Small Business  Minority Owned Business, Minority Group: \_\_\_\_\_  
 Woman Owned Business  Small Disadvantaged Business





List of Second-Tier Subcontractors/Suppliers  
**Exhibit F**

**Pender County K-8 School**  
**Job No. 2307**

Note: Attach additional pages as necessary

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**Subcontractor 3:** \_\_\_\_\_  
**Federal Tax ID#:** \_\_\_\_\_  
**Contractor License # (if applicable):** \_\_\_\_\_ **State:** \_\_\_\_\_ **Class:** \_\_\_\_\_  
**License Expiration Date (if applicable):** \_\_\_\_\_  
**Point of Contact:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

---

Mailing Address \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_  
**Company Status** – Indicate if certified as any of the following and attach a copy of certificate  
 Small Business  Minority Owned Business, Minority Group: \_\_\_\_\_  
 Woman Owned Business  Small Disadvantaged Business

---

**Subcontractor 4:** \_\_\_\_\_  
**Federal Tax ID#:** \_\_\_\_\_  
**Contractor License # (if applicable):** \_\_\_\_\_ **State:** \_\_\_\_\_ **Class:** \_\_\_\_\_  
**License Expiration Date (if applicable):** \_\_\_\_\_  
**Point of Contact:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

---

Mailing Address \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_  
**Company Status** – Indicate if certified as any of the following and attach a copy of certificate  
 Small Business  Minority Owned Business, Minority Group: \_\_\_\_\_  
 Woman Owned Business  Small Disadvantaged Business



## **EXHIBIT G: INSURANCE PROVISIONS**

### **SUBCONTRACTOR'S INSURANCE**

Before commencing the Work on any individual Project, and as a condition precedent to any payment, the Subcontractor shall purchase and maintain insurance in conformance with the provisions contained in this Exhibit G. This insurance will provide a defense and indemnify the Contractor, but only with respect to liability for bodily injury, property damage and personal and advertising injury caused in whole or in part by the Subcontractor's acts or omissions or the acts or omissions of those acting on the Subcontractor's behalf.

Proof of this insurance shall be provided to the Contractor before the Work commences, as set forth below. To the extent that the Subcontractor subcontracts with any other entity or individual to perform all or part of the Subcontractor's Work, the Subcontractor shall require the other Sub-Subcontractors to furnish evidence of equivalent insurance coverage, in all respects, terms and conditions as set forth herein, prior to the commencement of work by the Sub-Subcontractor. In no event shall the failure to provide this proof, prior to the commencement of the Work, be deemed a waiver by the Contractor of Subcontractor's or the Sub-Subcontractor's insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) required by this exhibit deny coverage to the Contractor, the Subcontractor or the Sub-Subcontractor will, upon demand by the Contractor, defend and indemnify the Contractor at the Subcontractor's or Sub-Subcontractor's expense.

## MINIMUM LIMITS OF LIABILITY

### Commercial General Liability Insurance

Each Occurrence Limit (Bodily Injury and Property Damage) .....	\$ 1,000,000
Damage to Rented Premises (Each Occurrence) .....	\$ 100,000
Medical Expenses (any one person) .....	\$ 10,000
Personal and Advertising Injury Limit (Employment Exclusion Deleted) .....	\$ 1,000,000
General Aggregate (Per Project) .....	\$ 2,000,000
Products/Completed Operations Aggregate .....	\$ 2,000,000
Contractual Liability ( <i>Hold Harmless Coverage Required</i> ) .....	<i>Required; Same Limits Apply</i>
<b>Explosion, Collapse, Underground Hazard Coverage *</b> .....	<b>\$ 1,000,000</b>
<i>*XCU Coverage is required for contractors who grade, trench, or dig underground generally to a depth of greater than 6 inches.</i>	
<b>Additional Insured</b> .....	<i>Required; See Attached</i>
<b>Subrogation Waived</b> .....	<i>Required; See Attached</i>

### Automobile Liability (Owned, Non-Owned, Hired)

Combined Single Limit .....	\$ 1,000,000
<b>Additional Insured</b> .....	<i>Required; See Attached</i>
<b>Subrogation Waived</b> .....	<i>Required; See Attached</i>

### Umbrella Liability

Each Occurrence .....	\$ 5,000,000
Aggregate .....	\$ 5,000,000
Retention .....	\$ 0

### Worker's Compensation & Employer's Liability (Per Statute)

Each Accident .....	\$ 100,000
Each Employee for Injury by Disease .....	\$ 100,000
Aggregate for Injury by Disease .....	\$ 500,000
<b>Additional Insured</b> .....	<i>Required; See Attached</i>
<b>Subrogation Waived</b> .....	<i>Required; See Attached</i>

## **ADDITIONAL INSURED STATUS AND CERTIFICATE OF INSURANCE**

The Contractor and Owner, along with their respective officers, agents and employees, shall be named as additional insureds for Ongoing Operations and Products/Completed Operations on the Subcontractor's and any Sub-Subcontractor's Commercial General Liability Policy and Excess or Umbrella Policy, all of which must be primary and noncontributory with respect to the additional insureds. This insurance shall remain in effect as set forth below. in the "Continuation of Coverage" provision.

The Contractor and Owner, along with their respective officers, agents and employees shall be named as additional insureds on the Business or Commercial Automobile Liability Policy, which must be primary and noncontributory with respect to these additional insureds. It is expressly understood by the parties to this Subcontract that it is the intent of the Parties that any insurance obtained by the Contractor is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Subcontractor, the Sub-Subcontractor or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

**The Subcontractor's Commercial General Liability policy shall not contain an exclusion or restriction of coverage for the following:**

1. Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
2. Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
3. Claims for bodily injury other than to employees of the insured.
4. Claims for indemnity under Article 4 Indemnification arising out of injury to employees of the insured.
5. Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
6. Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
7. Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
8. Claims related to roofing, if the Work involves roofing.
9. Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work Involves such coatings or surfaces.
10. Claims related to earth subsidence or movement, where the Work involves such hazards.
11. Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Excess or Umbrella and Workers Compensation policies in favor of Contractor and Owner, and this clause shall apply to the Contractor's and Owner's officers, agents and employees, with respect to all Projects during the policy term.

Prior to commencement of Work on any individual Project, Subcontractor shall submit a Certificate of Insurance in favor of Contractor and an Additional Insured Endorsement (in a form acceptable to the Contractor) as required hereunder. The Subcontractor's Insurance policies shall provide for thirty (30) days' notice to Contractor for cancellation or any change in coverage and be evidenced by the Certificate of Insurance. Copies of insurance policies shall promptly be made available to the Contractor upon request.

## **NO LIMITATION ON LIABILITY**

With regard to any and all claims against any additional insured by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **CANCELLATION, RENEWAL AND MODIFICATION**

The Subcontractor shall maintain in effect all insurance coverages required under this Subcontract at the Subcontractor's sole expense, underwritten by insurance companies acceptable to the Contractor, until final completion and acceptance of the entirety of the Subcontract Work; or longer if so provided in the Work Order such as with respect to completed operations coverage. Certificates of insurance showing required coverage to be in force must be delivered to the Contractor prior to commencement of the Subcontract Work for an individual Project. In the event the Subcontractor fails to obtain or maintain any insurance coverage required under this Subcontract, this shall be considered a material breach of the Subcontract, entitling the Contractor, at its sole discretion, to purchase such equivalent coverage as desired for the Contractor's benefit and charge the expense to the Subcontractor, or, in the alternative, exercise all remedies otherwise provided in the Subcontract, the Work Order, or as permitted by law or equity

## **CONTINUATION OF COVERAGE**

The Subcontractor shall continue to carry Completed Operations Liability Insurance for at least the length of the Statute of Repose in the state where the subject work is performed after either ninety (90) days following Substantial Completion of the Work or final payment to the Contractor on any individual Project, whichever is later. The Subcontractor shall furnish the Contractor evidence of such insurance at final payment and in each successive year during which the insurance coverage must remain in effect.

Subcontractor/Supplier Information Sheet  
**Exhibit H**

**Pender County K-8 School  
Job No. 2307**

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**Company Name:** \_\_\_\_\_  
**Federal Tax ID#:** \_\_\_\_\_  
**Contractor License #:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Class:** \_\_\_\_\_  
**License Expiration Date:** \_\_\_\_\_

**Office Address - Mailing:**

---

Mailing Address  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Office Address – Physical:**

---

Street Address  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Payment Address (if different from Mail Add.)**

---

Payment Address  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Principal in Charge: \_\_\_\_\_  
**Office Phone:** \_\_\_\_\_ **Office Fax:** \_\_\_\_\_

**Company Status – Indicate if you are certified as any of the following and attach a copy of your certificate**

- Small Business                       Minority Owned Business  
 Woman Owned Business              Minority Group: \_\_\_\_\_  
 Small Disadvantaged Business

**Project Contacts**

Project Manager: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_  
Mobile: \_\_\_\_\_

Project Foreman: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_  
Mobile: \_\_\_\_\_

Safety Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_  
Mobile: \_\_\_\_\_

EXHIBIT J

CHANGE PROPOSAL FORM
Time and Material / Unit Price Estimate

Project: Pender County K-8 School
Contract:
Contractor:

Proposal #:
Project #: 2307
Contractor #:

Description of change:

Reference:

Table with columns for item description, quantity, unit price, and subtotal. Includes sections for Materials & Labor, Labor, Equipment Rental, and Subcontractors. Subtotals are listed in a shaded column on the right.

Subtotal of Proposal \$0

Bonds (% of Subtotal of Proposal) % \$0

TOTAL OF CHANGE PROPOSAL \$0

Time Extension Request: days
Schedule Activity # Affected:

Subcontractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents, if the work is authorized by the Owner.

Contractor's Signature: Date:

Bordeaux Construction Company, Inc. Standard Safety Requirements  
**Exhibit K**

**Pender County K-8 School**  
**Job No. 2307**

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Bordeaux Construction understands that our ultimate success directly relates to our team's success in the prevention of accidents. No project or task, large or small, is so important that it should be conducted in a manner which jeopardizes the health and safety of our team. Safety is an integral part of project efficiency, cost reduction and total quality management. The prevention of accidents and protection of property shall remain management's top priority and shall receive continued support and participation. Safety shall be the responsibility of everyone involved with the project.

This document has been developed to familiarize all subcontractors and their employees with BCC's safety rules, procedures and guidelines for controlling jobsite accidents and injuries. Subcontractor supervisors are responsible for ensuring these safe work practices are communicated to and adhered to by all personnel under their supervision.

Each Subcontractor is expected to be aware of and comply with all Federal, State, Local, NIOSH, and BCC safety regulations. Although this document contains numerous guidelines, it is not intended to cover every situation. The omission of any safety practice from this document does not reduce individual responsibility for alertness and good judgment in job performance.

Compliance with BCC Safety procedures is a requirement of the contract. Failure to comply will be considered a breach of contract and subject to the following actions:

- First offense: verbal warning
- Second offense: asked to leave job site and suspended from site for one working day
- Third & Final offense: asked to leave job site and not permitted back on-site

BCC reserves the right to skip First and Second warnings in the event of egregious safety violations or endangerment of workers

When Subcontractor is notified of an unsafe condition or practice, it shall immediately correct the hazard. The cost to bring the work activity into compliance shall be incurred by the subcontractor which is responsible for the unsafe condition.

BCC reserves the right to stop any portion of work, which is deemed to be unsafe, until the work can be continued in a safe manner.

Subcontractor shall assume all costs related to, but not limited to, safety equipment including personal protective equipment, training requirements, etc.

Subcontractor shall be responsible for payment of all fines, damages or other costs (including legal fees) resulting from failure to comply with Safety and Health Requirements and arising out of the Subcontractor's operations.

**GENERAL SAFETY REQUIREMENTS**

All subcontractor work activities shall be conducted in accordance with all Local, State and Federal OSHA safety regulations and requirements and BCC Safety Policies and Procedures. This requirement shall also be applied to all delivery personnel, vendors and visitors while on the job site.



The following **minimum** requirements are applicable and will be enforced on this project:

1. Subcontractor agrees to participate in jobsite orientation program. Jobsite orientation will be held at times as schedule with the Site Superintendent
2. BE ALERT! Report to work rested and physically fit to perform your job
3. All accidents or injuries, no matter how minor, shall be reported immediately to BCC, giving full details and identification and statements of any witnesses
4. BCC Project Superintendent has the authority to remove any of Subcontractor's unsafe equipment, tools, scaffolding or other unsafe items, and has the authority to remove any of Subcontractor's employees that do not comply with these safety requirements.
5. All work elevations over 6 feet must have a 100% fall protection system. This includes, but is not limited to, leading edge work, iron connecting, working off of elevated work platforms (scaffoldings), and residential type construction. "Monitors" or "safety zones" are NOT acceptable means of fall protection unless there are absolutely no other options or are allowable under OSHA 1926
6. Fencing, railing or barricades are required around excavations, holes or openings in floors and roofs and whenever necessary to warn or prevent persons or equipment from falling.
7. All work using cords or power tools must utilize Ground Fault Circuit Interrupter (GFCI) protection
8. Only authorized electricians shall perform electrical work
9. Excavations over 5 feet must be sloped, shored or shielded and must meet all other requirements. Before digging in any location, Subcontractor must check to ensure that all underground utilities have been located and properly marked.
10. All Subcontractor's employees on the Project site must use personal protective equipment (PPE) and clothing suited to the Work and the Work environment:
  - a. gloves where applicable
  - b. wear clothing suitable for weather and type of work
  - c. minimum clothing requirements include shirts that cover the shoulders (not cutoffs or tank tops), long pants, and suitable, safety-toed work shoes
  - d. reflective vest, jacket, and/or Hi-Viz t-shirt as applicable
  - e. **hardhats and safety glasses with side shields MUST be worn by all workers, supervisors, clients, visitors and vendors AT ALL TIMES**
  - f. respirators will be used when an employee is exposed to airborne hazards
  - g. hearing protection in the form of earmuffs or approved ear plugs shall be worn on all high noise level jobs as required
11. Subcontractor shall maintain good housekeeping in and around its Work areas at all times. Stage materials so that safe clearances are maintained and toppling is prevented. Keep all walkways and aisles clear
12. Subcontractor's work areas shall be properly illuminated at all times
13. Subcontractor shall train its employees in the safe use of ladders and scaffolding as required
14. Subcontractor's employees who report for work under the influence of intoxicants or narcotics or consumption of them during the workday will be removed from the project site immediately. Subcontractor's employees who engage in horseplay, fistfights, unsafe acts, whistling, yelling at the public, obscene gestures, or foul language will be removed from the project site. Weapons of all types including firearms are strictly forbidden on the project site.
15. All of Subcontractor's visitors to the project site must check in with BCC Superintendent prior to going on site

Subcontractor has reviewed and agrees to be bound by BCC Safety Regulations

*Updated 05/16/2024*

**EXHIBIT L**

**Sexual Offender Registry Check Certification Form**

Check the appropriate box to indicate the type of check:

- Initial
- Supplemental
- Annual

I, \_\_\_\_\_ (insert name), \_\_\_\_\_ (insert title) of \_\_\_\_\_ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors ) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

**Contractual Personnel Names**

**Job Title**

- |    |       |       |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |

(attach additional page(s) if needed)

I attest that the forgoing information is true and accurate to the best of my knowledge.

\_\_\_\_\_  
\_\_\_\_\_  
(print name)  
(title)

\_\_\_\_\_  
\_\_\_\_\_  
(signature)  
(date)



# Virtual Construction Requirements for Subcontractors

Version 5.0

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Company  
July 7<sup>th</sup>, 2015

# Virtual Construction Requirements

Version 5 updated 04-27-12



## Overview

To enhance the design and construction coordination process, Bordeaux Construction, will implement a Virtual Construction Process (see Figure 1.1) to complement the traditional method of 2D coordination. Architectural and Structural 3D models will be provided to the project team via Architect of Record or 3<sup>rd</sup> Party. These models will be available to specific trades involved in 3D coordination for reference to create their individual 3D models representing their respective scope of work. BCC will combine all models for use in analysis and coordination and share results with the project team. The ownership of the consolidated model is that of BCC.

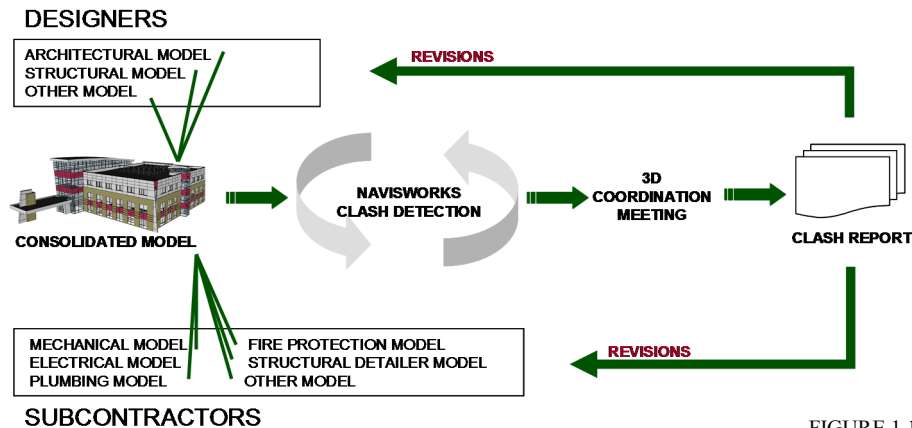


FIGURE 1.1

## Requirements

**1. Coordination Requirements** – All trade disciplines required to provide coordination drawings will be subject to participation in the Virtual Coordination Process. BCC will hold a 3D BIM Coordination Kickoff Meeting prior to coordination and representatives from all required trades need to be present. Experience and skill level of trade representative will be evaluated by BCC and adjustments will be made as necessary to meet the project goals. Web based file sharing will be used to manage the model files and timely updates will be required by all project team members in accordance to the coordination schedule.

**1.1. Modeler** – The detailer / modeler for each respective company is required to be present for all coordination meetings. This individual needs to be dedicated to this role and should be the most knowledgeable of their respective model. When a 3<sup>rd</sup> party modeler is being used, that individual must be an active participant in the coordination meetings as they will have the most intimate knowledge of the model content.

When there are multiple modelers within a company working on the project, a primary point of contact, BIM Coordinator, must be assigned to the project. The BIM coordinator will be responsible for coordinating the multiple models for that company prior to submission to BCC.

**1.2. ShareFile** – All model content will be posted to the project specific BIM ShareFile site hosted by BCC. Individual access rights will be provided to the modeler(s) or each respective company for upload and download of model files. Each company is required to upload their updated model content no later than noon on the day prior to a coordination meeting (i.e. upload on Thursday at noon for a meeting on Friday). Each model upload should follow the standard file naming structure for ShareFile, "PROJECT\_PHASE\_COMPANY\_TRADE\_LEVEL". A detailed naming structure can be found on the BIM project site on ShareFile and will be further discussed at the BIM Kickoff Meeting. Any deviation from the file naming structure must be approved by BCC.

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**1.3. Meetings** – Coordination meetings will be held weekly to review and resolve clashes within the consolidated model. A typical week’s workflow is outlined below:

	Activity	Action By
<b>Monday</b>	Coordination Meeting	Project Team
	Post Model with Notes	Bordeaux
<b>Tuesday</b>	Model Update	Subcontractors
<b>Wednesday</b>	Model Update	Subcontractors
<b>Thursday</b>	Model Update	Subcontractors
<b>Friday</b>	Post Model by noon	Subcontractors
	Run Clash Detection	Bordeaux

Meetings will continue until all areas of coordination are complete and coordination drawings are signed off. Meetings should be attended by Detailer, Modelers, BIM Coordinators, Superintendent/Forman and Project Managers at a minimum.

**1.4. GoTo Meetings** – In lieu of meeting at a central location, we occasionally utilize GoTo Meetings as a means of reviewing the coordination of the consolidated model. BCC will host these web based meetings with login information being provided via email. This process will be used only as deemed necessary by BCC.

**2. Software Requirements** –BCC utilizes Autodesk® Navisworks to coordinate multiple disciplines within a virtual 3D environment; therefore, files submitted must be compliant with Navisworks. To test compliance with this requirement a trial version of Navisworks can be downloaded from Autodesk’s website ([www.autodesk.com](http://www.autodesk.com)). BCC will require your native file formats to be converted to a .dwg file format for collaboration with multiple disciplines. The native format and the converted file must represent the same information. Object Enablers needed for viewing converted files as 3D solids must be provided prior to submission of files.

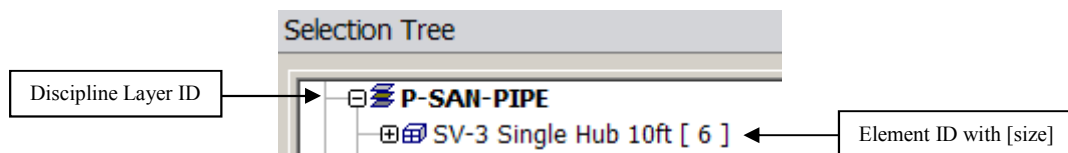
**2.1. Modeling Software** – There are no restrictions on the product used to create the models. However, it must be compatible with Navisworks, export to (.dwg), and create solid 3D elements. The software selected for your model must be submitted and approved by BCC for review of its capabilities prior to coordination.

**2.2. Autodesk Navisworks** – This project will utilize Navisworks Manage for clash detection, model review, and reporting. The clash report will be posted to the ShareFile site as a Navisworks Document (.nwd) for the teams review. Companies with Navisworks will have to disclose their version type prior to coordination to ensure they are working on the same version as BCC.

**2.3. Navisworks Freedom** – Since the consolidated model will be posted in the (.nwd) format it is recommended that those without Navisworks Manage acquire Navisworks Freedom for review of the consolidated model and any referenced notes from the meeting. This software can be obtained from the Autodesk website ([www.autodesk.com](http://www.autodesk.com)) at no cost.

**3. Model Requirements** - The 3D models have to consist of 3D-Solids elements (not wire frames) that represent the actual dimensions of the building elements and the equipment that will be installed on the project. Relative abstraction of building elements can be provided in the model on an as needed basis with approval by BCC. The global coordinate system of the submitted files has to follow the coordinate system used by the baseline model (i.e. architectural/structural model) that is provided. BCC will specify file characteristics and structure prior to beginning modeling; however, in general the following will be required:

- One file for each trade per floor or section of one floor ( 5 floors + 2 areas per floor = 10 files/trade)
- Layer identification within the files must represent the size and description of the elements in the model file. The Layer ID’s have to be consistent across all models submitted.



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- Elements of the building must be represented in only one file - there must be no overlap of elements of different files.
  - The geometry of the 3D elements of the different files has to agree when the elements of the different files are superimposed; the 3D representations of each floor must be at the correct elevation.
  - The granularity of elements in the model has to correspond with the sequence of the installation at the site (e.g. not one wall element for the entire floor).
  - Code requirements for access space (e.g. to electrical J-Boxes, VAV-Boxes) and spaces that have to be blocked for specific functions have to be represented in the model as 3D solids on a distinct layer.
  - Supports and framing structures needed for installation of material represented in the model should be included in the model files as separate elements.
  - Layers that do not represent model elements (i.e. drafting layers, 2D background, xrefs, etc) should be turned off and/or detached prior to file submission.
- 3.1. Electrical Model** – Model shall include but not be limited to conduits, panels, equipment, transformers, switch gear, devices, lighting, cable tray, housekeeping pads, supports system for conduit racks, duct bank, a/v equipment, and code required access zones. Individual conduit smaller than 1.5” is not required but is recommended. Any bank of conduits occupying more than 3” shall be modeled.
- 3.2. Fire Protection Model** – All parts of the fire suppression system needs to be modeled to included but not limited to mains, branches, heads, valves, fire pump, control panels and code required access zones
- 3.3. Structural Model** – All structural elements are required to be modeled to include but not limited to steel beams, columns, open web steel joist, miscellaneous support clips and angle, and slab edge
- 3.4. Mechanical Model** – All mechanical system components are required in the model and should include but not be limited to duct, grills, dampers, piping, units, code required access zones, equipment, housekeeping pads, insulation, valves, and hanger supports.
- 3.5. Plumbing Model** – All plumbing elements are required in the model and shall include but not be limited to piping, valves, insulation, plumbing fixtures, access doors, hanging system, and sleeves
- 3.6. Pneumatic Lines Model (DEC)** – All pneumatic lines are required in the model to coordinate with the Electrician
- 3.7. Security Low Voltage Model (SCSC)** – All security low-voltage wiring to be placed in conduit and/or raceway is required in the model to coordinate with the Electrician
- 3.8. Specialty Systems** – Any building system that does not fall under the above systems will be evaluated by BCC as a need to include in the consolidated model. These systems could include: lift equipment, pneumatic tubing system, aquatics, theatrical lighting, elevators, curtainwall, and owner supplied equipment, etc.
- 4. Documentation Requirements** – The modeling and coordination process will be concluded with a signoff process of 2D paper drawings.
- 4.1. Sheet Format** – The drawings produced for signoff must be plotted on size ARCH E1 30”x42” paper. Each sheet should contain within the title block the printed name of each company on the coordination team and a space for that respective company to sign. An example of this title block is illustrated in Figure 1.2 below.

<b>P2.01C</b>	<b>2<sup>nd</sup> Floor Supply and Waste Vent Plan Coordination Drawing Ft. Chesapeake Naval Dorm Addition</b>	Drawing By: Johnny Coordination	Coordination Sign-Off Date: 07-25-2008	<b>JRE</b> James River Electrical, Inc. 101 Main St. Nasonnd, VA 23629 p. 757.817.9999 e. jhm@jamesriverelectrical.com
		Revisions 1. 1 <sup>st</sup> Edition (07-24-2008) 2. _____ 3. _____ 4. _____ 5. _____ 6. _____	Relevant Parties WM. Jordan _____ Mechanical _____ Electrical _____ Fire Protection _____ Structural _____ Other _____	

Figure 1.2

**4.2. Required Sheets** – Layout of each system is required at a minimum for above ceiling layouts, floor penetrations and sleeves and elevations where anything passes through structural walls. Any sheets required be specifications for Architect/Engineer review are also required.

**4.3. Drawing Content** – Each drawing sheet produced should meet the requirements in the project specifications for drawing submittals and at a minimum contain:

1. Elevation tags
2. Dimensions from column lines and/or walls
3. Designation tags for each system

### Change Management

The Virtual Construction Process is implemented in part to reduce the amount of change orders in the field due to incomplete coordination. Therefore, it is imperative that as we find issues during the coordination process we include their resolution into our Building Information Model. However, these changes may occur during coordination, after signoff, or after installation. Below are procedures for change management to be followed for each condition.

- 1. During Coordination** – Each trade shall be responsible for incorporating RFI responses, sketches, bulletins, clarifications, etc. into their model prior to final signoff of an area.
- 2. After Signoff** – Any change to an area as a result of an RFI response, sketch, bulletin, clarification, etc. prior to installation shall be tracked and incorporated in the final as built drawing for the project. Should these changes need coordination, BCC reserves the right to require these changes modeled to verify the systems will coordinate with layouts prior to signoff.
- 3. After Installation** – Should a change occur after a system is installed the change should be included in the as-built set of drawings.

### As-built Model Requirements

The requirement to provide a complete as-built model will be project specific and will be evaluated on the basis of owner requirements. In the case the project requires an as built model the following criteria should be followed.

1. All model requirements from section 3 should be followed.
2. Updates to model are required throughout construction after signoff process as installation is completed.
3. A modeler should be for each trade should be dedicated to the project for the updating of the model during construction. As well as participate in periodic review of field issues that were not addressed during coordination prior to signoff.
4. Equipment, System, and material labeling within the model we be evaluated against owner requirements for As-Built, Record, or Facilities Management model.