

UNION COUNTY BOARD OF EDUCATION CONTRACT ROUTING SHEET

Contractor Name: James R Vannoy & Sons Construction Company, Inc.UCPS Contract Number: 3-97306094Address: 4024 Revolution Park DriveCity, State, Zip: Charlotte, NC 28217Contact Name: Jon-Michael BroylesTelephone Number: 704.575.6461Purpose of Contract (location and brief description): East Elementary School-GMPSubmitting Department: Facilities DepartmentDate Submitted: 06.23.2023Budget Account Number: ESESBOND-ESES306-CONSTRUCTFunding Source: DS
DMContract Amount: \$ 39,338,966.Contract Period: 863 Calendar DaysUCPS Employee to Contact: Penny Helms, Randy MullisPhone Number: 704-296-3160**NOTE:** Individuals listed below should initial, date, and forward this form after completing their responsibilities relating to this Contract.

1. Approved by Fund Owner/Acquire Vendor Signature and proper

**Insurance Certificate with UCBOE NAMED as
CERTIFICATE HOLDER.**

A. Insurance Certificate Reviewed/Approved by Risk Management

2. Approved by Appropriate Representative(s) of UCPS:



UCPS Project Coordinator



UCPS Department Head/School Principal



Asst. Supt. for Administration & Operations



Asst. Supt. for Human Resources



Asst. Supt. for Instructional Programs Asst.



Asst. Supt. of Student Support



Chief School Performance Officer



Chief Technology Officer

INITIAL

DATE

DS
[Signature]DS
RJMDS
CM**FORWARD TO UCPS GENERAL COUNSEL OFFICE**DS
SSDS
KBDS
MM

3. Approved by Legal Counsel

FORWARD TO SUPERINTENDENT/BOARD OF EDUCATION

4. Approved by Superintendent/Board of Education

FORWARD TO FINANCE

6. Pre-audited by Representative of Finance Officer

DS
SM

FORM OF CONSTRUCTION MANAGER AT RISK CONTRACT FIXED GUARANTEED MAXIMUM PRICE

THIS FIXED GUARANTEED MAXIMUM PRICE AGREEMENT (the “Agreement”), made to be effective 6th day of June, 2023 for East Elementary School Project (the “Project”) by and between James R Vannoy & Sons Construction Company, Inc. (hereinafter called the “Construction Manager at Risk” or “CM”), and the Union County Board of Education, North Carolina (hereinafter called the “Owner”).

BACKGROUND

Whereas, the Owner has published a Request for Qualifications dated August 31, 2022 seeking the submission of qualifications to act as a Construction Manager at Risk to furnish professional construction management services during the design and construction of the Project identified and described in that Request for Qualifications; and,

Whereas, the undersigned Construction Manager at Risk submitted its qualifications and a competitive proposal that were evaluated by the Owner; and,

Whereas, the Owner, through its awarding authority, has made an award of the construction management services to the undersigned Construction Manager at Risk; and

Whereas Owner and Construction Manager at Risk entered into that certain Pre-construction services Agreement dated December 6, 2022 and

Whereas, design of the Project is now completed and the Owner and Construction Manager at Risk now are ready to memorialize the contractual relationship between the parties as set forth herein.

AGREEMENT

Now therefore, the Construction Manager at Risk and the Owner agree as follows:

1. PROJECT OVERVIEW

The Project is the East Elementary School located in Monroe, North Carolina and described in more detail in the Owner’s Request for Qualifications published August 31, 2022 the Construction Manager at Risk’s Project proposal dated September 22, 2022, and in the CM’s Project Proposal Presentation dated October 21, 2022.

This Agreement incorporates by reference the General Conditions of the Contract attached hereto as Exhibit 1 and the documents referred to and incorporated therein.

2. OWNER’S ROLE

- a. DESIGN SERVICES - The Owner has retained the firm of LS3P Architects, Ltd.

as the Project Designer. The Project Designer will provide all design services throughout the duration of the Project.

- b. DESIGNATED REPRESENTATIVE – Mr. Randy Mullis shall be the Owner's contact, shall be the primary channel of communication to the Owner, and shall act as the Owner's liaison with the CM. The Owner may designate multiple representatives responsible for defined aspects of the Project, and may replace or re-designate any or all representatives in the Owner's sole discretion.

3. CONSTRUCTION MANAGER-AT-RISK ROLE (OVERVIEW)

- a. The Owner is employing a Construction Manager-at-Risk contracting system to aid the Owner in the review and management of the design and to effect the construction of this Project. In broad terms, the CM will perform the following:
 - i. Pre-construction services in accordance with the previously approved Pre-construction services Agreement and, to the extent any such pre-construction services remain to be performed after the execution of this Agreement, in accordance with this Agreement. The CM shall publicly advertise bids as prescribed in N.C.G.S. §143-129; and shall pre-qualify and accept bids from first-tier subcontractors (the "Principal Trade and Specialty Contractors") for all construction work.
 - ii. Construction services, on the condition that the Owner accepts the submitted GMP, which will include the CM's Project Costs and the CM Management Fee as set forth herein, and all construction being accomplished through Principal Trade and Specialty Contractors and others as provided herein. Accordingly, without limiting the guaranty given by the CM with respect to the GMP, the primary duties of the CM also include the proper and timely completion of the construction of the Project through the employment of the best construction management practices.
- b. The requirements for the CM's services set forth in this section supplement the requirements of the General Conditions of the Contract that are attached hereto as Exhibit 1 and are incorporated herein by reference.

4. RELATIONSHIP OF OWNER AND CONSTRUCTION MANAGER

- a. The CM project records will be an "open book". The Owner may attend any and all meetings and the Owner or its designated auditors or accountants and the Project Designer shall have access to any and all records maintained by the CM that relate to the Project.
- b. The CM's employees and personnel assigned to provide services with respect to

the Project shall be as identified in the CM's response to the Owner's Request for Qualifications published August 31, 2022 and in the CM's Project proposal. The CM agrees not to change its employees or personnel assigned to the Project without the Owner's approval, which approval will not be unreasonably withheld.

5. CONSTRUCTION MANAGER-AT-RISK PROJECT COSTS ALLOWANCE AND FEES

- a. Pre-Construction Phase (the "Pre-Construction Phase" or "Design Phase").
[intentionally deleted; see Pre-construction services Agreement]
- b. Construction Phase (the "Construction Phase"). The CM's Project Cost Allowance & Construction Phase Fee (the "CM Fee") for construction management services shall be an all-inclusive management fee which will include all CM home office, Project site and Project related costs, including all CM overhead costs and profit. There are two "components" of the CM Fee: the management fee (the "CM Management Fee") and the CM's Project costs fee ("CM Project Costs"). The CM Management Fee shall be a "flat fee" fixed amount as set forth in Section 9 below. The CM Project Costs shall be reimbursed by the Owner and shall be the CM's actual costs and expenses associated with the Project up to the maximum amount as set forth in Section 9, below, and shall include the following:
 - i. Project and home office staff costs for all CM's Project executives, superintendents, Project managers and Project assistants performing work or services in connection with the Project consisting of direct salary or wages plus customary labor burden (which is defined to mean 49% of actual costs paid or incurred by Construction Manager at Risk for taxes, insurance, contributions, assessments and benefits required by law and customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions), transportation, vehicle, and/or subsistence allowances, cell phones & travel expenses related to the Project.
 - ii. Mobilization – establishment of job site including office & storage trailer set-up & utility connections, and CM's Project signage.
 - iii. Temporary Field Office Facilities, Utilities, and Controls – rental of field office facilities including a conference room; utilities costs for field office; rental (or purchase) of field office furniture & equipment; field office telephone(s) with voice mail, telephone service, dedicated fax lines and high speed internet connections; field office operation cost (i.e. stationary, postage, shipping, equipment maintenance, etc); temporary construction utilities (if required); small tools, first aid and safety gear, safety inspections, photography, storage yard rental, parking lot rental, and parking fees.

- iv. Plans/Surveys/Permits – reproduction of Construction Documents during the construction phase and all appropriate contractor and equipment licenses and permits.
- v. Safety/Cleanup – establishment and maintenance of an on-site safety program; installation and maintenance of temporary facilities (safety barricades, partitions, fences, ladders, stairs, safety signage, first aid, traffic control devices, etc.); dust control and pavement cleaning; trash collection and removal; maintenance of work area security; site snow removal as required; temporary weather and/or dust protection as required, vehicle wash stations as may be required; fire extinguishers and fire watch as required; safety harnesses, lanyards and fall arrest equipment as required.
- vi. Close-out/Demobilization – final site/facility clean-up; final release of bond/lien claims for all subcontractors; an as-built set of drawings in hard copy to the Project Designer for preparation of record as-built drawings; one copy of Project files and records for the Owner’s archives.
- vii. Quality Control/Project Documentation – monthly reports, photographs, inspection reports, logs (RFIs, submittals, change orders, etc.)
- c. All CM Project Costs shall be paid by the CM and shall not be passed down to the Principal Trade and Specialty Contractors or any subcontractor.
- d. The CM Project Costs shall not include costs for the following:
 - i. The cost of Performance and Payment Bonds and Insurance as required by the General Conditions of the Contract;
 - ii. The costs of tap and impact fees and site security;
 - iii. Third party inspections, special inspections, and soils and materials testing as identified or required by the drawings and specifications (reference drawing S0.1).
 - iv. The cost of Performance and Payment Bonds and Insurance as required by the General Conditions of the Contract shall be carried in the GMP as a separate line item, but not as part of the CM Fee or Cost of the Work. Reimbursement for insurance shall be calculated as follows and shall not exceed:

General Liability Insurance:	1% of the Cost of the Work
Builder’s Risk Insurance:	0.25% of the Cost of the Work
Performance & Payment Bond:	1% of the Cost of the Work
Errors and Omissions Insurance	1%

Applies to subcontract scopes for work requiring delegated design/calculations and/or sealed shop drawings/documents.

- v. The costs of tap and impact fees and site security shall be carried in the GMP as a separate line item and included in the Cost of the Work but not as part of the CM Fee.
- vi. The cost of the testing as identified above in 5.d.iii shall not be carried in the GMP but shall be paid for separately and directly by Owner.

6. PAYMENTS TO THE CONSTRUCTION MANAGER-AT-RISK

- a. Payment of the CM's Pre-Construction Fee shall be in accordance with the Pre-construction services Agreement.
- b. Payments of the Construction Management Fee shall be made in conformance with Article 31 of the General Conditions to the Contract.

7. PRE-CONSTRUCTION SERVICES & CONTINGENCIES

- a. The Pre-construction Services shall be provided in accordance with the previously approved Pre-construction services Agreement and, to the extent any such pre-construction services remain to be performed after the execution of this Agreement, in accordance with this Agreement.
- b. Construction Manager-at-Risk GMP Contingency
 - i. The GMP shall include a CM Contingency in an amount approved by the Owner not to exceed 3% of the total Cost of the Work contemplated by the GMP [note that total Cost of the Work includes the CM Project Costs and costs for tap and impact fees and site security], to help reduce the risks assumed by the Construction Manager-at-Risk in providing the GMP for the Project. The Owner and the CM acknowledge that the CM Contingency is included to accommodate eventualities not taken into precise account in the CM's establishment of the GMP that are not reasonably anticipated by the CM including (1) scope gaps between trade contractors which a prudent CM could not have reasonably detected during the discharge of its Pre-construction services, (2) contract default by Principal Trade and Specialty Contractors or other subcontractors, (3) design omissions which a prudent CM could not have reasonably detected during the discharge of its Pre-construction services. It is understood that the amount of the CM Contingency is the maximum sum available to cover costs incurred as a result of such unanticipated causes and that cost overruns in excess of the amount of this CM Contingency will be borne solely by the CM. The CM Contingency shall also be applied to the project to remove and, as necessary, replace or rehabilitate unforeseen

unsuitable soils, but cost overruns in excess of the amount of the CM Contingency from unforeseen unsuitable soils will be paid by Owner. However, in the event that CM's construction means or methods result in defective construction due to unsuitable soils after construction begins, the CM shall be responsible for removal and, as necessary, replacement or rehabilitation of any unsuitable soils.

- ii. The CM Contingency may be applied to any items within the Cost of the Work or CM Project Costs without resulting in any change in the GMP. The CM will notify the Owner and Project Designer in writing of the intent to apply any part of this CM Contingency to any item within the Cost of the Work or CM Project Costs prior to any such application per the "Change Order" process set forth in Article 19 of the General Conditions. The CM shall fully document the application of any part of the CM Contingency by submission of a written Change Order.
- iii. One Hundred (100) percent of any unapplied CM Contingency (the "Savings") after the closeout of the Project will be retained by the Owner.
- iv. The amount of the CM Contingency is to be reviewed by the Owner as part of the review of the GMP. The Owner retains the right to specifically request revisions to the amount of the CM Contingency prior to the Owner's acceptance and approval of the GMP.
- v. Owner is to receive one hundred (100%) of all funds remaining from project allowances.

8. CONSTRUCTION PHASE SERVICES

- a. Construction Phase services provided by the CM shall be in accordance with this Agreement and shall be as required to effect the complete construction of the Project and to maintain the established GMP of the Project. The CM undertakes to act as the Owner's fiduciary pursuant to N.C.G.S. §143-128.1 and to furnish professional construction management services during the construction of the Project. The providing of the CM services shall be in compliance with the requirements of the "Contract Documents". To the extent that any terms, requirements, or specifications in the Contract Documents are inconsistent, the terms, requirements, and specifications most favorable to the Owner shall control.
- b. The CM shall commence provision of construction phase services under this Agreement on a date to be specified in a written order of the Owner (the "Notice to Proceed") and shall accomplish substantial completion of the Project within 863 consecutive calendar days from the date of the Notice to Proceed. For each day in excess of the above number of days that the Project remains substantially incomplete, the Owner shall be entitled to liquidated damages from the CM in the sum of One Thousand Dollars (\$1,000.00) per day as damages reasonably

estimated in advance to cover the losses to be incurred by the Owner by reason of failure of the CM to substantially complete the Project within the time specified.

- c. The CM shall fully complete all services hereunder and accomplish final completion of the Project within 30 consecutive calendar days from the date of the Substantial Completion. For each day in excess of the 30 days the Project remains incomplete, the Owner shall be entitled to liquidated damages from the CM in the sum of Five Hundred Dollars (\$500.00) per day as damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of the CM to finally complete the Project within the time specified. Work must be closely coordinated with the assigned UCPS Project Manager to ensure no disruption to school activities.
- d. The CM shall furnish to the Owner various schedules and updates as provided in the Contract Documents setting forth planned progress of the Project broken down by the various activities, divisions, or parts of the work and by calendar days, and shall fully complete all work hereunder within the time of completion specified.
- e. Without limiting the foregoing, CM Construction Phase services shall include:
 - i. Consultation During Continuing Project Development:

Upon acceptance of the GMP, the CM shall continue to advise and assist the Owner and Project Designer during any continuing Design Activities.
 - ii. Principal Trade & Specialty Contracts
 - A. One or more Principal Trade and Specialty Contract packages shall be prepared for each of the general construction, grading, electrical, mechanical, fire protection, and plumbing divisions of the work of the Project. The CM may at any time prior to the prequalification of bidders, identify and define other Principal Trade and Specialty Contract packages which the CM determines may be helpful in the timely, cost-effective construction of the Project, such as surveying, site fencing, and progress and final cleaning, with or without barrier reduction. Each Principal Trade and Specialty Contractor shall provide such bonds and insurance as the CM may require in the contract package.
 - B. In addition to Principal Trade and Specialty Contract packages including general construction, grading, plumbing, fire protection, mechanical, and electrical divisions of the work, the CM may advertise for one or more combinations of one or more Principal Trade and/or Specialty contract packages, and may prequalify and accept bids from first-tier subcontractors who wish to submit such combined bids which fully and completely incorporate the Project

specifications for two or more of the bid packages advertised to bid at a single bid opening. All requirements of N.C.G.S. §§143-128, 143-128.1, 143-128.2, and 143-129, as well as all advertised conditions for bidding, must be satisfied for such a combination bid to be considered responsive.

- C. In conformity with the public policy set forth in N.C.G.S. §143-128, no Trade Contract Package, including RBP's, may be awarded other than to the responsible bidder submitting the lowest verified responsive bid.
- D. After the CM has prequalified Principal Trade and Specialty Contractors, the CM shall advertise for receipt of bids as directed by the Owner. Bids will be received from all prequalified contractors for each Trade & Specialty Package in a public venue and publicly opened at the time specified. The CM shall tabulate the bids received on each package. Next, the CM shall determine the apparent low bidder for each package. Upon this determination, the CM shall have the right to review all bid documentation from the apparent low bid contractor to verify the scope of the bid. If this review shows that the low bid contractor fully accounted for all costs associated with the scope of the work on which he was bidding, then the contract shall be awarded to the low bid contractor. If, however, this review shows that the low bid contractor failed to account for all costs associated with the scope of the work on which he was bidding, then the bid may be disqualified at the discretion of the CM. The CM shall have the right as outlined above to verify the scope of each low bid in the same manner until he determines the lowest verified responsive bid.
- E. The CM may repeat the bidding for a Principal Trade or Specialty Contract only if 1) the initial bidding produces no responsible, responsive bids for that portion of the work, or 2) no responsible, responsive bidder will execute a contract for the bid portion of the work, or 3) in the judgment of the CM the bids represent an excessive cost based on current market value and 4) the Owner approves of such a re-bid.
- F. The CM will require the Principal Trade & Specialty Contractors to provide the applicable contract documents including insurance certificates, Historically Underutilized Businesses (HUB) and Minority Business Enterprise (MBE) participation schedules, and verification of HUB and MBE participation (by submission of letters of intent, copies of purchase orders, etc).

- G. All contract documents between the CM and the Principal Trade and Specialty Contractors and other subcontractors shall be made available for review by the Owner. The CM shall provide to Owner the proposed terms and conditions it intends to utilize in the subcontracts for Owner's input regarding those terms and conditions that impact the Owner's risk of additional costs.

iii. Project Control & Management

- A. The CM shall accept delivery and arrange for storage, protection and security for any Owner purchased materials, systems and equipment to be incorporated in the Project until such items are turned over to the respective Principal Trade & Specialty Contractors.
- B. The CM shall schedule and conduct regular progress meetings as conditions on the Project require but at least weekly, and the CM shall conduct bi-weekly Owner's meetings and other meetings as may be directed by the Owner, at which Principal Trade and Specialty Contractors, Owner, Project Designer, and other designated representatives, and the CM can discuss jointly such matters as progress, scheduling, and construction-related problems. The CM shall prepare and distribute complete minutes of meetings to all attendees and others as directed by the Owner or Project Designer within three (3) days of such meetings. Representatives of the Owner may attend meetings and shall in any case receive all notices and minutes of meetings.

iv. Requests for Information (RFI)

The CM will be responsible for developing and implementing an RFI process for use on the Project and shall be responsible for tracking and monitoring all RFI's throughout the Construction Phase.

v. Claims Avoidance/Resolution

The North Carolina State Building Commission's rules implementing mediated settlement conferences in North Carolina public construction contracts, issued pursuant to N.C.G.S. §142-135.26(11) shall be followed for mediation of claims or disputes between the parties.

vi. Reports

- A. The CM shall keep accurate and detailed written records of Project progress during all stages of construction.

- B. The CM shall maintain a detailed daily diary of all events, which occur at the jobsite or elsewhere, and which affect, or may be expected to affect, Project progress. The diary shall be available to the Owner at all times and shall be turned over to the Owner upon final completion of the Project. Upon request, the CM shall provide copies of the diary on a weekly basis.
- C. The monthly report by the CM shall include the following items: Project status, schedule update, cost status, change order summary, shop drawing/submittal/RFI summary, quality control/inspection summary, any current construction and/or cost issues with proposed solutions for resolution, an accident report, and a 30 and 60 day look ahead report. In the event the progress of the Project falls behind the approved schedule, the CM shall provide written weekly schedule updates until such time as the progress of the Project is in accord with the approved schedule.

vii. Contract Close-Out

- A. The CM is responsible for compliance with all Contract Close Out items per the Contract Documents and shall obtain data from Principal Trade & Specialty Contractors and maintain a current set of record drawings, specifications and operating manuals.
- B. With mechanical and electrical equipment, the CM will obtain the Operating and Maintenance (O&M) manuals at least four (4) months prior to the demonstration for such equipment. These O&M manuals are to be sent to the Owner for review prior to the equipment demonstration.
- C. At the completion of the Project and before final payment, the CM shall deliver all such records to the Owner along with a complete set of as-built drawings for use by the Project Designer in preparing Record Drawings.

viii. Separate Contracts

Without invalidating the relationship with the CM, the Owner reserves the right to let other contracts in connection with the Project, the work under which shall proceed simultaneously with the execution of the work of the CM. The CM shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and the CM shall take all reasonable action to coordinate his work with theirs. If the work performed by the separate contractor is defective or so performed as to prevent the CM from carrying out his work according to the Project plans and specifications, the CM shall

immediately notify the Project Designer and the Owner upon discovering such conditions.

9. GUARANTEED MAXIMUM PRICE (GMP)

The Fixed Guaranteed Maximum Price shall be as follows:

Cost of the Work (excluding CM Project Costs, tap and impact fees, and site security)	\$ 33,796,443
CM Management Fee (fixed fee per section 5.b)	\$ 1,255,854
CM Project Costs (not to exceed per Section 5.b)	\$ 1,940,611
CM's Bonds and Insurance (not to exceed per Section 5.d.iv.)	\$ 1,311,501
Tap/impact fees and site security (not to exceed per Section 5.d.v.)	\$ 131,614
CM Contingency (not to exceed per Section 7.b)	\$ 902,943
Total Fixed Guaranteed Maximum Price	\$ 39,338,966.00

10. DEFAULT

- a. If the CM fails to commence providing the construction phase services within the time specified, or the progress of the Project is not maintained on schedule, or the Project is not completed within the time above specified, or if the CM shall allow the work to be performed unsuitably or shall discontinue the prosecution of the work, or if the CM shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the Owner may give notice of such event in writing, sent by overnight mail or by certified mail, return receipt requested, to the CM and his surety of such delay, neglect or default, specifying the same, and if the CM within a period of fifteen (15) days after such notice shall not correct or cure such event, then the Owner shall declare this Agreement in default, and, thereupon, the CM's surety shall promptly take over the work and complete the performance of this Agreement in the manner and within the time frame specified. In the event the CM's surety shall fail to take over the work to be done under this Agreement within fifteen (15) days after being so notified and shall fail to notify the Owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and that he will diligently pursue and complete the same, the Owner shall have full power and authority, without violating this Agreement, to take the prosecution of the work out of the hands of said CM, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of this Agreement according to the terms and provisions thereof or use such other methods as in the Owner's opinion shall be required for the completion of this Agreement in an acceptable manner. All costs and charges incurred by the Owner, together with the costs of completing the work

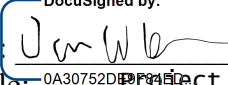
under this Agreement, shall be deducted from any monies due or which may become due said CM and surety. In case the expense so incurred by the Owner shall be less than the sum which would have been payable under this Agreement, if it had been completed by said CM, then the CM and surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under this Agreement, then the CM and the surety shall be liable and shall pay to the Owner the amount of said excess.

- b. It is further mutually agreed between the parties hereto that if at any time after the execution of this Agreement and the surety bonds hereto attached for its faithful performance, (i) the Owner shall reasonably deem the surety or sureties upon such bonds to be unsatisfactory, or (ii) if, for any reason, such bonds cease to be adequate to cover the performance of the work, the CM shall, at its expense, within five (5) days after the receipt of notice from the Owner so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be reasonably satisfactory to the Owner. In such event no further payment to the CM shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

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

Construction Manager at Risk:

[CM]

DocuSigned by:
By: 
Title: Project Director

Attest: (Corporation)

Title: _____

(CORPORATE SEAL)

UNION COUNTY BOARD OF
EDUCATION

DocuSigned by:
By: 
Title: Kathy Heintel - Chair

LIST OF EXHIBITS

- Exhibit 1: General Conditions of the Contract**
- Exhibit 2: Owner's Request for Qualifications published August 31, 2022**
- Exhibit 3: CM's Response to Request for Qualifications dated September 22, 2022**
- Exhibit 4: CM's Project Proposal Presentation dated October 21, 2022**
- Exhibit 5: Pre-Construction Services Agreement dated December 6, 2022**
- Exhibit 7: Designer's drawings and specification lists dated June 21, 2023 (including by reference all drawings and specifications listed therein)**
- Exhibit 8: CM Payment and Performance Bonds**
- Exhibit 9: Detailed Budget and Statement of GMP including schedule of values for cost of the work (Approved by both CM and Owner)**
- Exhibit 10: Contractor's Certificate of Insurance**

**EXHIBIT 1 TO FIXED GUARANTEED MAXIMUM PRICE AGREEMENT BETWEEN
UNION COUNTY BOARD OF EDUCATION AND
JAMES R VANNOY & SONS CONSTRUCTION COMPANY, INC.**

EAST ELEMENTARY SCHOOL

**GENERAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION MANAGER-AT-RISK PROJECT**

GENERAL CONDITIONS OF THE CONTRACT

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ARTICLE 1 – DEFINITIONS

In addition to other definitions as set forth in the Contract Documents, the following are definitions of words and phrases used in the Contract Documents:

- a. The **Contract Documents** consist of the Owner's Request for Qualifications published August 31, 2022, Construction Manager at Risk's response to Request for Qualifications dated September 22, 2022, Pre-Construction Services Agreement dated December 6, 2022, Construction Manager at Risk's HUB plan approved by Owner dated February 6, 2023, Designer's drawing and specification lists dated June 21, 2023 (including the drawings and specifications listed therein), Construction Manager at Risk's payment and performance bonds dated June 21, 2023 with Power of Attorney, Construction Manager at Risk's Insurance Certificate dated June 21, 202, Detailed Budget and Statement of GMP including schedule of values for cost of the work, As used herein the term "Agreement" means the Contract Documents.
- b. The **Owner** is the Union County Board of Education
- c. The **Designer** or **Project Designer** means the firm of LS3P Ltd. which have undertaken to design the Project pursuant to a contract with the Owner, (hereinafter, the "design contract").
- d. The **Construction Manager-at-Risk** or **CM** means James R Vannoy & Sons Construction Company, Inc.
- e. A **subcontractor**, shall mean an entity or individual who has entered into a direct contract with the CM to construct a portion of the Work, and includes one who furnishes materials worked to a special design in accordance with plans and specifications covered by the Contract Documents, but does not include one who only sells or furnishes materials not requiring work so described or detailed.
- f. **Written notice** shall be defined as notice in writing delivered in person to the contractor, or to a partner of the firm in the case of a partnership, or to a member of the contracting organization, or to an officer of the organization in the case of a corporation, or sent to the last known business address of the contracting organization by registered mail.
- g. **Work**, as used herein as a noun, is intended to include services, materials, equipment, labor, and workmanship of the appropriate contractor to construct the Project in accordance with the plans and specifications prepared by the Designer and as supervised by the CM or as provided by the CM.
- h. The **"Cost of the Work"** means the cost of the Work inclusive of the CM's Project Cost, but exclusive of the CM Management Fee.
- i. The **Project** is the East Elementary School project and is the total construction work and services to be performed under the contract documents.
- j. **Change Order** shall mean a written amendment subsequent to the signing of the Agreement authorizing (i) a change in scope of the Work and (ii) either a change in the GMP or use of the CM Contingency. The Change Order shall be signed by the CM, Designer, and the Owner.

- k. **Field Order**, as used herein, shall mean a written approval from the Owner for the CM to proceed with the work requested by Owner prior to issuance of a formal Change Order. The Field Order shall be signed by the CM, Designer, and Owner.
- l. [intentionally deleted]
- m. **Liquidated Damages**, as stated in the Contract Documents, is an amount reasonably estimated in advance to cover the losses incurred by the Owner by reason of failure of the CM to complete the Work within the time specified.
- n. **Surety**, as used herein, shall mean the bonding company or corporate body which issues the performance bond and payment bond for the Project.
- o. **Routine written communications between the Designer and the Construction Manager** are any communication other than a “request for information” provided in letter, memo, or transmittal format, sent by mail, courier, electronic mail, or facsimile. Such communications cannot be identified as “request for information”.
- p. **Clarification or Request for Information (RFI)** is a request from the CM seeking an interpretation or clarification by the Designer relative to the Contract Documents. The RFI, which shall be labeled (RFI), shall clearly and concisely set forth the issue or item requiring clarification or interpretation and why the response is needed. The RFI must set forth the CM’s interpretation or understanding of the Contract Documents requirements in question, along with reasons for such an understanding.
- q. **Approval** means written or imprinted acknowledgement that materials, equipment or methods of construction are acceptable for use in the Work.
- r. **Inspection** shall mean examination or observation of Work completed or in progress to determine its compliance with the Contract Documents.
- s. **“Equal to” or “approved equal”** shall mean materials, products, equipment, assemblies, or installation methods considered equal by the bidder in all characteristics (physical, functional, and aesthetic) to those specified in the Contract Documents.
- t. **“Substitution” or “substitute”** shall mean materials, products, equipment, assemblies, or installation methods deviating in at least one characteristic (physical, functional, or aesthetic) from those specified, but which in the opinion of the CM would improve competition and/or enhance the finished installation.

ARTICLE 2 - INTENT AND EXECUTION OF DOCUMENTS

- a. The Designer’s Project drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.
- b. The wording of the specifications shall be interpreted in accordance with common usage of the language except that words having a commonly used technical or trade meaning shall be so interpreted in preference to other meanings.

ARTICLE 3 - CLARIFICATIONS AND DETAIL DRAWINGS

- a. In such cases where the nature of the Work requires clarification by the Designer, such clarification shall be furnished by the Designer with reasonable promptness by means of written instructions or detail drawings, or both. Clarifications and drawings shall be consistent with the intent of the Contract Documents, and shall become a part thereof.
- b. The CM and the Designer shall prepare, if deemed necessary, a schedule fixing dates upon which foreseeable clarifications will be required. The schedule will be subject to addition or change in accordance with progress of the Work. The Designer shall furnish drawings or clarifications in accordance with that schedule. The CM shall not proceed with the Work without such detail drawings and/or written clarifications.

ARTICLE 4 - COPIES OF DRAWINGS AND SPECIFICATIONS

The Designer shall furnish free of charge to the CM copies of plans and specifications as follows: The CM shall receive up to five (5) sets of drawings and specifications, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the CM shall clearly and legibly record all work-in-place that is at variance with the Contract Documents. Additional sets shall be furnished at cost, including mailing, to the CM at the request of the CM.

ARTICLE 5 - SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA

- a. Within thirty (30) consecutive calendar days of the notice to proceed, a schedule for anticipated submission of all shop drawings, product data, samples, and similar submittals shall be prepared by the CM and provided to the Designer. This schedule shall indicate the items, relevant specification sections, other related submittal data, and the date when these items will be furnished to the Designer.
- b. The CM will be responsible for logging all shop drawings/submittals prior to submission to the Project Designer and Owner. The CM is to ensure that shop drawings/submittal packages are submitted in an appropriate manner and, if not, return them to the Principal Trade or Specialty Contractor for proper submission.
- c. The CM shall develop and implement a system for the processing of all shop drawings/submittals and shall be responsible for tracking and monitoring all shop drawings/submittals until all have been approved by the Project Designer & Owner.
- d. Approval of shop drawings by the Designer shall not be construed as relieving the CM from responsibility for compliance with the design or terms of the Contract Documents nor from responsibility of errors of any sort in the shop drawings, unless such error has been called to the attention of the Designer in writing by the CM.

ARTICLE 6 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

- a. The CM shall maintain, in readable condition at his job office, one complete set of working drawings and specifications for the Work including all shop drawings. Such drawings and specifications shall be available for use by the Designer or his authorized representative.
- b. The CM shall maintain at the job office, a day-to-day record of work-in-place that is at variance with the Contract Documents. Such variations shall be fully noted on Project drawings by the CM and submitted to the Designer upon project completion and no later than thirty (30) days after acceptance of the project.

ARTICLE 7 - OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All drawings and specifications are instruments of service and remain the property of the Owner. The use of these instruments on work other than pursuant to this Agreement without permission of the Owner is prohibited. All copies of drawings and specifications other than contract copies shall be returned to the Owner upon request after completion of the Work.

ARTICLE 8 - MATERIALS, EQUIPMENT, EMPLOYEES

- a. The CM shall, unless otherwise specified, supply & pay for all lighting, power, heat, sanitary facilities & water in connection with the Work and shall require the Principal Trade and Specialty Contractors to supply and pay for all labor, transportation, materials, tools, apparatus, scaffolding and incidentals necessary for the completion of the Work, and to install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same. The CM shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the Contract Documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. Upon notice from the Owner, the CM shall require the Principal Trade and Specialty Contractors to furnish evidence as to quality of materials.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the CM through the Principal Trade or Specialty Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the CM through the Principal Trade or Specialty Contractor has the option of using any product and manufacturer combination listed. However, the CM through the Principal Trade or Specialty Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. The CM will be responsible for reviewing all substitution requests from Principal Trade or Specialty Contractors prior to submission to the Project Designer and Owner and shall track & monitor all such requests. Requests for substitution of materials, items, or equipment shall be submitted to the Project Designer for approval or disapproval; such approval or disapproval shall be made by the Designer prior to the opening of bids.
- e. The CM shall obtain written approval from the Designer for the use of products, materials, equipment, assemblies or installation methods claimed as equal to those specified. Such approvals must be obtained as soon after contract awards as possible and before any materials are ordered.
- f. The Designer is the judge of equality for proposed substitution of products, materials or equipment.

- g. If at any time during the construction and completion of the Work covered by these Contract Documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or Designer, or if any workman be considered detrimental to the Work, the CM shall order such parties removed immediately from grounds.

ARTICLE 9 - ROYALTIES, LICENSES AND PATENTS

It is the intention of the Contract Documents that the Work covered herein will not constitute in any way infringement of any patent whatsoever unless the fact of such patent is clearly evidenced herein. The CM shall protect and save harmless the Owner against suit on account of alleged or actual infringement. The CM shall pay all royalties and/or license fees required on account of patented articles or processes, whether the patent rights are evidenced hereinafter.

ARTICLE 10 - PERMITS, INSPECTIONS, FEES, REGULATIONS

- a. The CM shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the Work. If the CM observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. Any necessary changes required after contract award shall be made by change order in accordance with Article 19. If the CM performs any Work or authorizes any Work to be performed knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Designer, he shall bear all cost arising there from. Additional requirements implemented after bidding will be subject to equitable negotiations.
- b. All Work shall conform to the North Carolina State Building Code and other State, local and national codes as are applicable. The cost of all required inspections and permits shall be the responsibility of the CM unless otherwise specified.
- c. The Project is subject to county and municipal building codes and inspection by local authorities. The CM shall pay the cost of these permits and inspections unless otherwise specified.

ARTICLE 11 - PROTECTION OF WORK, PROPERTY AND THE PUBLIC

- a. The CM shall be responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the Owner or Designer, and by laws or ordinances governing such conditions. The CM shall be responsible for any damage to the Owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The CM shall be responsible for and pay for any damages caused to the Owner. The CM shall have access to the Project at all times.
- b. The CM shall provide cover and protect all portions of the structure when the Work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the Work on the building. Any Work damaged through the lack of proper protection, shall be repaired or replaced without extra cost to the Owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the Designer.
- d. The CM shall ensure that all trees and shrubs designated to remain in the vicinity of the construction operations are protected in accordance with the requirements of the plans and specifications. All walks, roads, etc., shall be barricaded as directed by the Designer to keep

the public away from the construction. All trenches, excavations or other hazards in the vicinity of the Work shall be well barricaded and properly lighted at night.

- e. The CM shall develop and implement a Project safety plan that provides all necessary safety measures for the protection of all persons on the Project in accordance with applicable laws, regulations, and construction industry safety standards and practices, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the Work. The CM shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. The CM shall insure that protection is provided against damage or injury resulting from falling materials and that all protective devices and signs be maintained throughout the progress of the Work.
- f. The CM shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by N.C.G.S. 95-126 through 155.
- g. The CM shall designate a responsible member of his organization as safety inspector, whose duties shall include accident prevention on the Project. The name of the safety inspector shall be made known to the Project Designer at the time the Work is started. The CM shall conduct daily safety and health inspections of the construction site and, on a weekly basis, report to the Owner and Project Designer, in writing, the results of such inspections, all workplace hazards identified during such inspections, and corrective action taken to correct such hazards.
- h. In the event of an emergency affecting the safety of life, the protection of Work, or the safety of adjoining properties, the CM is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the CM on account of such action shall be determined as provided for under Article 19(b).
- i. If reasonable precautions are inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered but not created on the site by the CM or its Principal Trade or Specialty Contractors, the CM shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to the Owner and Designer in writing. The Owner shall take responsibility for remediating the material or substance from the site. If the CM's progress in completing the Project is delayed as a result of the Owner's having to remediate the site, the Owner shall issue a change order to the CM in accordance with Article 19.

ARTICLE 12 - SEDIMENTATION POLLUTION CONTROL ACT OF 1973

- a. Any land-disturbing activity performed by the CM or any Principal Trade or Specialty Contractor in connection with the Project shall comply with all erosion control measures set forth in the Contract Documents and any additional measures which may be required in order to ensure that the Project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 N.C.A.C. 4A, 4B and 4C).

- b. Upon receipt of notice that a land-disturbing activity is in violation of said act, the CM shall be responsible for ensuring that all steps or actions necessary to bring the Project in compliance with said act are promptly taken.
- c. The CM shall be responsible for defending any legal actions instituted pursuant to N.C.G.S. 113A-64 of the North Carolina Sedimentation Pollution Control Act against any party or persons described in this article.
- d. To the fullest extent permitted by law, the CM shall indemnify and hold harmless the Owner, the Designer and the agents, consultants and employees of the Owner and Designer, from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of Work or failure of performance of Work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act (but such indemnity does not include indemnification for improper or inadequate design of any pollution control measures, it being understood that design is the responsibility of the Designer). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this Article.

ARTICLE 13 - INSPECTION OF THE WORK

- a. It is a condition of this contract that the Work shall be subject to inspection during normal working hours by the Designer, designated official representatives of the Owner, and those persons required by state law to test special work for official approval. The CM shall therefore provide all equipment necessary and safe access to the Work at all times for such inspections.
- b. All instructions to the CM will be made only by or through the Designer or his designated project representative. Observations made by official representatives of the Owner shall be conveyed to the Designer for review and coordination prior to issuance to the CM.
- c. The CM shall perform quality control inspections of the Work of Principal Trade and Specialty Contractors to guard the Owner against defects and deficiencies in the Work and shall coordinate this activity with the on-site duties of the Project Designer. The CM shall advise the Project Designer of any apparent variation and/or deviation in the Work from the intent of the Contract Documents and shall take the necessary action to correct such variations and deviations.
- d. Where special inspection or testing is required by virtue of any state laws, instructions of the Designer, specifications or codes, the CM shall give adequate notice to the Project Designer of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the Project Designer. Such special tests or inspections will be made in the presence of the Project Designer, or his authorized representative, and it shall be the CM's responsibility to serve ample notice of such tests.
- e. All testing required by the Contract Documents shall be paid by the CM and shall be included in the GMP, except **[insert carve outs]**. If additional testing is ordered by the Owner or Project Designer and such additional testing is not due to the negligence of the CM or its subcontractors, Owner shall reimburse CM for the cost of such additional testing.
- f. Should any Work be covered up or concealed prior to inspection and approval by the Project Designer such Work shall be uncovered or exposed for inspection, if so requested by the Project Designer in writing. Inspection of the Work will be made promptly upon notice

from the CM. All cost involved in uncovering, repairing, correcting, replacing, recovering and restoring to design condition the Work that has been covered or concealed will be paid by the CM.

- g. If any other portion of the Work has been covered which the Designer has not specifically requested to observe prior to being covered, the Project Designer may request to see such Work and it shall be uncovered by the CM. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate change order, be charged to the Owner. If such Work is found not in accordance with the Contract Documents, the CM shall pay such costs.

ARTICLE 14 - CONSTRUCTION SUPERVISION AND SCHEDULE

- a. On-site representatives of the CM shall manage the Work of the Principal Trade and Specialty Contractors and coordinate the Work with the activities of the Owner and Project Designer to complete the Project with the Owner's objectives of cost, time and quality. Throughout the progress of the Work, the CM shall maintain a competent and adequate full-time staff approved by the Owner and Project Designer. It is understood that the designated and approved on-site representative of the CM will remain on the job and in responsible charge as long as those persons remain employed by the CM unless otherwise requested or agreed to by the Owner. The CM shall establish an on-site organization with appropriate lines of authority to act on behalf of the CM. Instructions, directions or notices given to the designated on-site authority shall be as binding as if given to the CM. However, directions, instructions, and notices shall be confirmed in writing.
- b. The CM shall examine and study the drawings and specifications and fully understand the project design, and shall provide constant and efficient supervision to the Work. Should he discover any discrepancies of any sort in the drawings or specifications, he shall report them to the Designer without delay. The CM will not be held responsible for discrepancies in the drawings and/or specifications, but shall be held responsible to report them should they become known to him.
- c. {NOT USED}
- d. The CM shall call and preside over monthly job site progress conferences. All Principal Trade and Specialty Contractors shall be represented at these job progress conferences by both home office and Project personnel. The CM shall require attendance from other subcontractors and material suppliers who can contribute toward maintaining required job progress. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the Project on schedule and to complete the Project within the specified contract time. The CM shall be prepared to assess progress of the Work and to recommend remedial measures for correction of progress as may be appropriate. The CM with assistance from the Designer shall be the coordinator of the conferences and shall preside as chairman.
- e. The CM shall, if required by the Supplementary General Conditions, employ an engineer or a land surveyor licensed in the State of North Carolina to lay out the Work and to establish a bench mark nearby in a location where same will not be disturbed and where direct instruments sights may be taken.
- f. {NOT USED}

- g. Prior to bidding, it shall be the responsibility of the CM to prepare an electronic and paper copy of a preliminary critical path method (CPM) schedule and submit such schedule to the Project Designer for his review and comment in sufficient time to allow revisions prior to inserting said schedule into the Principal Trade and Specialty Contractors' bid packages. After contract award but prior to thirty (30) days from the date of the notice to proceed, the CM shall obtain from the Principal Trade and Specialty Contractors their respective work activities and integrate them into a baseline project construction schedule in CPM form. The resulting baseline CPM schedule shall show all salient features of the Work required for construction of the Project from start to finish within the time allotted by the contract. The time in days between the CM's early completion date and the contractual completion date is project float time and shall be used as such by the CM unless amended by change order. The CM shall submit to the Project Designer an electronic and paper copy of the final baseline CPM schedule after contracts are executed but within fifteen (15) days prior to the written notice to proceed. The Project Designer after reviewing and commenting on the project CPM schedule shall submit it to the Owner for approval. No application for payment will be processed until the project CPM schedule is approved by the Owner. No monthly application for payment will be processed without the submission of an electronic and paper copy of the CPM schedule attached.
- h. The CPM schedule shall be a complete computer generated network analysis showing the complete sequence of construction activities, identifying the Work of separate stages and other logically grouped activities, indicating early and late start and early and late finish dates, float duration and a complete logic. Monthly updates will show the estimated completion of each activity.
- i. The CM shall distribute to the Principal Trade and Specialty Contractors the approved baseline project CPM schedule and shall display same at the Project site.
- j. The CM shall maintain and regularly update the baseline project CPM schedule, making monthly adjustments, updates, corrections, etc., which are necessary to finish the Project within the time allotted by the contract. In doing so, the CM shall keep the Designer as well as all Principal Trade and Specialty Contractors fully informed as to all changes and updates to the schedule. The CM shall submit to the Project Designer a monthly report of the status of all Work activities. The monthly status report shall show the actual Work completed to date in comparison with the original amount of Work scheduled. If the Work is behind schedule, the CM must indicate in writing what measures are being taken to bring the Work back on schedule and ensure that the contract completion date is not exceeded, and the CM shall provide written weekly schedule updates so long as the Work remains behind schedule. If the Work is greater than thirty (30) days behind schedule and no legitimate requests for time extensions are in process, then the CM shall prepare and submit to the Project Designer a recovery schedule for review and approval. Failure of the CM to abide by the directives in this paragraph will give the Owner cause to exercise the remedies set forth herein and pursue any other legal remedies allowed it by law.

ARTICLE 15 – {NOT USED}

ARTICLE 16 - PRINCIPAL TRADE AND SPECIALTY CONTRACTS AND CONTRACTORS

- a. Principal Trade and Specialty Contractors shall be pre-qualified by the CM. The prequalification criteria shall be determined by the CM and approved by the Owner to address quality, performance, the time specified in the bids for performance of the Work, the cost of construction oversight, time for completion, capacity to perform, and any other factors deemed appropriate by the Owner and/or CM. Only pre-qualified contractors are allowed to bid to and contract with the CM on the Project.

- b. All bids for Principal Trade and Specialty Contracts shall be publicly advertised and shall be opened publicly in a public venue, and once opened, shall be public records under N.C.G.S. 132. The CM shall award the contract to the lowest responsible, responsive bidder, taking into consideration quality, performance, the time specified in the bids for performance of the contract, the time for completion, compliance with N.C.G.S. 143-128.2, and other factors deemed appropriate by the Owner and/or CM and advertised as part of the bid solicitation. When contracts are awarded pursuant to this section, the Owner shall provide for a dispute resolution procedure as provided by N.C.G.S. 143-128(f1). Once Principal Trade and Specialty Contractors are in place, upon request the CM shall provide copies of the contracts to the Project Designer and also provide a list of equipment and material suppliers.
- c. The CM may perform a portion of the Work only if (a) bidding produces no responsible, responsive bidder for that portion of the Work, or (b) the lowest responsible, responsive bidder will not execute a contract for the bid portion of the Work, or the Principal Trade or Specialty Contractor defaults and a prequalified replacement cannot be obtained in a timely manner, and (c) the Owner approves performance of the Work by the CM.
- d. The Designer will furnish to any Principal Trade or Specialty Contractor, upon request, evidence regarding amounts of money paid to the CM on account of the Work of the Principal Trade or Specialty Contractor.
- e. The CM is and remains fully responsible for his own acts or omissions as well as those of any Principal Trade or Specialty Contractor or of any employee of either. The CM agrees that no contractual relationship exists between the Principal Trade and Specialty Contractors and the Owner in regard to the contract, and that the Principal Trade and Specialty Contractors act as agents, subcontractors, or employees of the CM with respect to the Work. The Principal Trade and Specialty Contractors are not intended third-party beneficiaries of this contract.

ARTICLE 17 - CONSTRUCTION MANAGER AND SUBCONTRACTOR RELATIONSHIPS

The CM agrees that the terms of these Contract Documents shall apply equally to each Principal Trade and Specialty Contractor as to the CM, and the CM agrees to take such action as may be necessary to bind each Principal Trade and Specialty Contractor to these terms. The CM further agrees that payments to Principal Trade and Specialty Contractors shall be made in accordance with the provisions of N.C.G.S. 143-134.1 titled Interest on final payments due to prime contractors: payments to subcontractors.

- a. The final balance of the contract amount due the CM from the Owner shall be paid in full within 45 days after the Project has been accepted by the Owner, certified by the architect, engineer or Designer to be completed in accordance with terms of the plans and specifications, or occupied by the Owner and used for the purpose for which the Project was constructed, whichever occurs first. Provided, however, that whenever the Designer determines that delay in completion of the Project in accordance with the plans and specifications is the fault of the CM, the Project may be occupied and used for the purposes for which it was constructed without payment of any interest on amounts withheld past the 45 day limit. Should final payment to the CM beyond the date the Project been certified to be completed by the Project Designer, accepted by the Owner, or occupied by the Owner and used for the purposes for which the Project was constructed, be delayed by more than 45 days, CM shall be paid interest, beginning on the 46th day, at the rate of one percent (1%) per month or fraction thereof unless a lower rate is agreed upon on such unpaid balance as may be due. In addition to the above final payment provisions, periodic payments due the

CM during construction shall be paid in accordance with the payment provisions of the Contract Documents or CM shall be paid interest on any such unpaid amount at the rate stipulated above for delayed final payments. Such interest shall begin on the date the payment is due and continue until the date on which payment is made. In the event of a conditional acceptance of the Project, and where the Owner is retaining a reasonable sum pending correction of such conditions, interest on such reasonable sum shall not apply.

- b. Within seven days of receipt by the CM of each periodic or final payment from the Owner, the CM shall pay the Principal Trade and Specialty Contractors based on Work completed or service provided under their contract with the CM. Should any periodic or final payment to a Principal Trade or Specialty Contractor be delayed by more than seven days after receipt of periodic or final payment by the CM, the CM shall pay the Principal Trade or Specialty Contractor interest, beginning on the eighth day, at the rate of one percent (1%) per month or fraction thereof on such unpaid balance as may be due.
- c. The percentage of retainage on payments made by the CM to the Principal Trade and Specialty Contractors shall not exceed the percentage of retainage on payments made by the Owner to the CM. Any percentage of retainage on payments made by the CM to the Principal Trade or Specialty Contractors that exceeds the percentage of retainage on payments made by the Owner to the CM shall be subject to interest to be paid by the CM to the Principal Trade or Specialty Contractor at the rate of one percent (1%) per month or fraction thereof.
- d. Nothing in this section shall prevent the CM at the time of application and certification to the Owner from withholding application and certification to the Owner for payment to a Principal Trade or Specialty Contractor for unsatisfactory job progress; defective construction not remedied; disputed Work; third-party claims filed or reasonable evidence that claim will be filed; failure of the Principal Trade or Specialty Contractor to make timely payments for labor, equipment and materials; damage to CM or another subcontractor; reasonable evidence that a Principal Trade or Specialty Contract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by Owner.

ARTICLE 18 - DESIGNER'S STATUS

- a. The Project Designer shall provide liaison and necessary inspection of the Work to ensure compliance with the Project plans and specifications. He is the agent of the Owner only for the purposes and to the extent stipulated in the Contract Documents. He has authority to stop work or to order Work removed, or to order corrections of faulty Work where such action may be necessary to assure successful completion of the Work.
- b. The Project Designer is the impartial interpreter of the Contract Documents, and, as such, he shall exercise his powers under the contract to enforce faithful performance by both the Owner and the CM, taking sides with neither.
- c. Should the Project Designer cease to be employed on the Work for any reason whatsoever, then the Owner shall employ a competent replacement who shall assume the status of the former Project Designer.
- d. The Project Designer will make periodic site visits and observations of the Project at intervals appropriate to the stage of construction. He will review the progress, the quality and the quantity of the Work.

- e. The Project Designer and the Owner shall have access to the Work whenever it is in preparation and progress during normal working hours. The CM shall provide facilities for such access so the Designer may perform his functions under the Contract Documents.
- f. Based on the Project Designer's inspections and evaluations of the Project, the Project Designer shall issue interpretations, directives and decisions as may be necessary to assist the CM in the administration of the Project. His decisions relating to artistic effect and technical matters shall be final, provided such decisions are within the limitations of the Contract Documents. The CM's decisions, however, relating to means and methods, and administration of the contracts the CM holds are final.

ARTICLE 19 - CHANGES IN THE WORK

- a. The Owner may have changes made in the Work. These changes will not invalidate and will not relieve or release the CM from any guarantee given by him pertinent to the Contract Documents. These changes will not affect the validity of the surety bonds and will not relieve the surety or sureties of said bonds. All extra work shall be executed under conditions of the original Contract Documents.
- b. Except in an emergency endangering life or property, NO CHANGE IN THE GMP CONTRACT SHALL BE MADE BY THE CM EXCEPT UPON RECEIPT OF APPROVED CHANGE ORDER OR WRITTEN FIELD ORDER FROM THE DESIGNER, AND COUNTERSIGNED BY THE OWNER AUTHORIZING SUCH CHANGE. NO CLAIM FOR ADJUSTMENTS OF THE GMP OR CONTRACT PRICE SHALL BE VALID UNLESS THIS PROCEDURE IS FOLLOWED.

A FIELD ORDER, TRANSMITTED BY FAX OR HAND DELIVERED MAY BE USED WHERE THE CHANGE INVOLVED IMPACTS THE CRITICAL PATH OF THE WORK. A FORMAL CHANGE ORDER SHALL BE ISSUED WITHIN THE TIME STATED ON THE FIELD ORDER FOR ANY CHANGE IN THE CONTRACT TIME FOR FINAL COMPLETION OF THE PROJECT.

- c. A "Change Order" refers to changes in the Work that (i) result in a change to the GMP and/or and, if additive, will be funded by the Owner's Contingency or (ii) will be funded by the CM Contingency.
- d. In the event of emergency endangering life or property, the CM may be directed to proceed on a time and material basis with a change in the Work by a Field Order whereupon the CM shall proceed and keep accurately on such form as may be required, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the Work the change order will be prepared as outlined under either Method "e(1)" or Method "e(2)" below or both. Any failure of the CM or its subcontractors to keep detailed cost records for time and material work shall constitute a waiver of the right to additional compensation.
- e. In determining the values of changes, either additive or deductive, for purposes of a Change Order or Field Order the CM and Principal Trade and Specialty Contractors are restricted to the use of the following methods:
 - 1. Where the extra work involved is covered by unit prices in a subcontract, the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed, of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the subcontract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under

subparagraph c2 herein. If neither party elects to proceed under c2, then unit prices shall apply.

2. Otherwise, the CM and Principal Trade and Specialty Contractors shall negotiate and agree upon the equitable value of the change prior to issuance of the Change Order or Field Order, and the Change Order or Field Order shall stipulate the corresponding lump sum adjustment.
- f. Under Method "c(2)" above, the allowance for overhead and profit combined for a Principal Trade or Specialty Contractor and all multi-tier subcontractors shall not exceed fifteen percent (15%) of **net cost** of the Work. No change to the CM Management Fee will be allowed for the CM until the change orders aggregate to a sum in excess of five percent (5%) of the Cost of the Work portion of the GMP (if a change order results in an increase to the CM's actual Project Cost then the "cap" on CM's Project Cost may be increased by the amount of such increase). Once this threshold is met the CM may add an amount to the CM Management Fee not to exceed four percent (4%) of the net cost of the change order. In the case of deductible change orders, there shall be no change to the CM Management Fee.
 - g. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
 1. The actual costs of materials and supplies incorporated or consumed as part of the Project;
 2. The actual costs of labor expended on the Project site;
 3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed forty percent (40%) of the actual costs of labor;
 4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the Project;
 5. The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the Project.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the Owner.

- h. Should concealed conditions other than unsuitable soils be encountered in the performance of the Work below grade, the time for completion may be equitably adjusted by Change Order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods.

All Change Orders shall be supported by a breakdown showing method of arriving at net cost as defined above.

- i. In all Change Orders, the procedure will be for the Project Designer to request proposals for the Change Order work in writing. The CM will require the Principal Trade and Specialty

Contractors to provide such proposals and supporting data in suitable format and will review and approve such Change Orders prior to submission to the Designer. The Project Designer shall verify correctness. Within fourteen (14) days after receipt of the CM's proposal, the Project Designer shall prepare the Change Order and forward to the CM for his signature or otherwise respond, in writing, to the CM's proposal. Within seven (7) days after receipt of the Change Order executed by the CM, the Project Designer shall certify the Change Order by his signature and forward the Change Order and all supporting data to the Owner for the Owner's signature. The Owner shall execute the Change Order and upon approval by the Owner, one copy remains with the Owner, and the remaining copies are sent to the Project Designer for distribution to the CM and the CM shall forward a copy to its surety. In case of emergency or extenuating circumstances, approval of changes may be obtained verbally by telephone or field orders approved by all parties, then shall be substantiated in writing as outlined under normal change order procedure.

- j. A Change Order, when issued, shall be full compensation, or credit, for the Work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the Project as a result of the change in the Work.
- k. If, during the progress of the Work, the Owner requests a Change Order and the CM's terms are unacceptable, the Owner may require the CM to perform such changed Work on a time and material basis in accordance with paragraph 19(e) above. Without prejudice, nothing in this paragraph shall preclude the Owner from performing or to have performed that portion of the Work requested in the Change Order.

ARTICLE 20 - CLAIMS FOR EXTRA COST

- a. Should the CM consider that as a result of any instructions given in any form by the Designer, he is entitled to extra cost above that stated in the Contract Documents, he shall give written notice thereof to the Designer within seven (7) days without delay, and shall not proceed with the Work affected until further advised, except in emergency involving the safety of life or property. No claims for extra compensation will be considered unless the claim is so made. The Designer shall render a written decision within seven (7) days of receipt of claim.
- b. The CM shall not act on instructions received by him from persons other than the Project Designer, and any claims for extra compensation or extension of time on account of such instruction will not be honored. The Project Designer will not be responsible for misunderstandings claimed by the CM of verbal instructions which have not been confirmed in writing, and in no case shall instructions be interpreted as permitting a departure from the Contract Documents unless such instruction is confirmed in writing and supported by a properly authorized Change Order.
- c. Should a claim for extra compensation in excess of \$5,000 by the CM be denied by the Project Designer or Owner, and cannot be resolved by negotiation, the CM may request a mediation in connection with N.C.G.S. 143-128(f1) in the dispute resolution rules adopted by the State Building Commission. If the CM is unable to resolve its claims as a result of mediation, or if the claim was not subject to mediation on the ground it was not in excess of \$5,000, then the CM may pursue his claim as follows:
 - 1. If the CM has not completed this Agreement with the Owner and has not received the amount he claims is due hereunder, the CM may submit a verified written claim to the UCPS Assistant Superintendent of Operations and Administration for the amount the CM claims is due. The UCPS Assistant Superintendent of Operations and Administration may elect to hold an informal hearing at which the CM will be allowed

an opportunity to explain its position. The UCPS Assistant Superintendent of Operations and Administration may deny, allow or compromise the claim, in whole or in part. For claims not in excess of \$5,000, the UCPS Assistant Superintendent of Operations and Administration shall act as the final arbitrator of the claim and the decision of the UCPS Assistant Superintendent of Operations and Administration shall be final and binding on the parties.

2. (a) If the CM has completed this Agreement and has not received the amount he claims is due hereunder, the CM may submit a verified written claim to the UCPS Assistant Superintendent of Operations and Administration for the amount the CM claims is due. The claim shall be submitted within sixty (60) days after the CM receives a final statement of the Project Designer's disposition of his claim and shall state the factual and legal basis for the claim.
- (b) The UCPS Assistant Superintendent of Operations and Administration shall investigate a submitted claim within ninety (90) days of receiving the claim, or within any longer time period upon which the UCPS Assistant Superintendent of Operations and Administration and the CM agree. The CM may appear before the UCPS Assistant Superintendent of Operations and Administration either in person or through counsel, to present facts and arguments in support of his claim. The UCPS Assistant Superintendent of Operations and Administration may allow, deny or compromise the claim, in whole or in part. The UCPS Assistant Superintendent of Operations and Administration shall give the CM a written statement of the Director's decision on the CM's claim. For claims not in excess of \$5,000, the UCPS Assistant Superintendent of Operations and Administration shall act as the final arbitrator of the claim and the decision of the UCPS Assistant Superintendent of Operations and Administration shall be final and binding on the parties.
- (c) If the CM is dissatisfied with the UCPS Assistant Superintendent of Operations and Administration's decision on a claim in excess of \$5,000 submitted under this subsection, the CM may institute a civil action for the sum he claims to be entitled to hereunder by filing a verified complaint for a non-jury trial and the issuance of a summons in the Superior Court of Mecklenburg County. The procedure shall be the same as in all civil actions except that all issues shall be tried by the judge, without a jury.

ARTICLE 21 - MINOR CHANGES IN THE WORK

The Project Designer will have the authority to order minor changes in the Work not involving an adjustment in the contract sum or time for completion, and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, copied to the Owner, and shall be binding on the Owner and the CM.

ARTICLE 22 - UNCORRECTED FAULTY WORK

Should the correction of faulty or damaged Work be considered inadvisable or inexpedient by the Owner and the Project Designer, the Owner shall be reimbursed by the CM. A change order will be issued to reflect a reduction in the contract sum.

ARTICLE 23 - TIME OF COMPLETION, DELAYS, EXTENSION OF TIME

a. Substantial Completion.

- i. Substantial Completion is when the Work has been sufficiently completed in accordance with the Contract Documents so that Owner can occupy or utilize such Work for its intended use. Owner and Construction Manager at Risk, in conjunction with Architect, may agree that a designated portion of the Work has reached Substantial Completion.
- ii. The CM shall commence the Work to be performed under this Agreement on a date to be specified in a written Notice to Proceed from the Project Designer and shall substantially complete all Work hereunder within the time of completion specified. For each day in excess of the substantial completion date that the Work remains incomplete, the CM shall pay the Owner the sum stated as Liquidated Damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of the CM to complete the Work within the time specified, such time being in the essence of this Agreement and a material consideration thereof.
- iii. When Construction Manager at Risk considers that the Work is substantially complete, Construction Manager at Risk shall prepare and submit to Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of Construction Manager at Risk to complete all Work in accordance with the Contract.

Upon receipt of the Construction Manager at Risk's list, Architect will observe to determine whether the Work is substantially complete. If Architect's observation discloses any item, whether or not included on Construction Manager at Risk's list, which is not sufficiently complete in accordance with the Contract Documents so that Owner can occupy or utilize the Work for its intended use, Construction Manager at Risk shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by Architect. In such case, Construction Manager at Risk shall then submit a request for another inspection by Architect to determine Substantial Completion.

When the Work is substantially complete, Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, responsibilities of Owner and Construction Manager at Risk for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which Construction Manager at Risk shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion.

The Certificate of Substantial Completion shall be submitted to Owner and Construction Manager at Risk for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, Owner shall make payment of retainage applying to such Work. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract.

- iv. If the CM is delayed at any time in the progress of the Work by any act or negligence of the Owner or the Project Designer, or by any employee of either; by changes ordered in

the Work; by labor disputes at the Project site; by abnormal weather conditions not reasonably anticipated for the locality where the Work is performed; by unavoidable casualties; by any causes beyond the CM's control; or by any other causes which the Designer and Owner determine may justify the delay, then the contract time for final completion may be extended by Change Order for the time which the Designer and Owner may determine is reasonable.

Time extensions will not be granted for rain, wind, snow or other natural phenomena of **normal intensity** for the locality where the Work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by 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 on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where the Work is performed and on daily weather logs kept on the job site by the CM reflecting the effect of the weather on progress of the Work and initialed by the Designer's representative. Time extensions for weather delays do not entitle the CM to "extended overhead" recovery.

- v. Request for extension of time shall be made in writing within twenty (20) days following cause of delay. In case of continuing cause for delay, the CM shall notify the Project Designer of the commencement of the delay within twenty (20) days of the beginning of the delay and only one claim is necessary.
- vi. The CM shall notify his surety in writing of extension of time granted and a change in the final completion date shall be memorialized in a written Change Order prepared and executed as set forth in Article 19 above.
- vii. No claim shall be allowed on account of failure of the Project Designer to furnish drawings, clarifications or instructions until twenty (20) days after demand for such drawings, clarifications and/or instructions.

b. FINAL COMPLETION AND FINAL PAYMENT

i. **Upon receipt of Construction Manager at Risk's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment**, Architect will promptly make such inspection and, when Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, Architect will promptly issue a final Certificate for Payment stating that to the best of Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and observations, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Construction Manager at Risk and noted in the final Certificate is due and payable. Architect's final Certificate for Payment will constitute a further representation that conditions precedent to Construction Manager at Risk's being entitled to final payment have been fulfilled.

ii. Neither final payment nor any remaining retained percentage shall become due until Construction Manager at Risk submits to Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid up to those amounts that Owner has paid to Construction Manager at Risk, (2) a certificate evidencing that insurance required by the

Contract to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Construction Manager at Risk knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract, (4) consent of surety, if any, to final payment and (5), if required by Owner, other data establishing payment or satisfaction of obligations, such as releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by Owner. If a Subcontractor refuses to furnish a release or waiver required by Owner, Construction Manager at Risk may furnish a bond satisfactory to Owner to indemnify Owner against such lien. If such lien remains unsatisfied after payments are made, Construction Manager at Risk shall refund to Owner all money that Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- iii. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of Construction Manager at Risk or by issuance of Owner requested Change Orders affecting final completion, and Architect so confirms, Owner shall, upon application by Construction Manager at Risk and certification by Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Construction Manager at Risk to Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- iv. Acceptance of final payment by Construction Manager at Risk, a Subcontractor or material supplier shall constitute a waiver of claims by that payee.

ARTICLE 24 - PARTIAL UTILIZATION/BENEFICIAL OCCUPANCY

- a. The Owner may desire to occupy or utilize all or a portion of the Project when the Work is substantially complete.
- b. Prior to the final payment, the Owner may request the CM in writing, through the Project Designer if applicable, to permit the Owner to use a specified part of the Project which the Owner believes may be used without significant interference with construction of the other parts of the Project. If the CM agrees, the Project Designer will schedule a beneficial occupancy inspection after which the Project Designer may issue a certificate of substantial completion. The certificate shall include the following documentation:
 - 1. Date of substantial completion.
 - 2. The part of the Project that is substantially complete and a tentative list of items to be completed or corrected before final payment.

3. Establishing responsibility between the CM and Owner for maintenance, heat, utilities and insurance for the part of the Project occupied by the Owner.
 4. Consent of surety.
 5. Endorsement from insurance company permitting occupancy.
- c. The Owner shall have the right to exclude the CM from any part of the Project which the Project Designer has so certified to be substantially complete, but the Owner will allow the CM reasonable access to complete or correct Work to bring it into compliance with the Contract Documents.
 - d. Occupancy by the Owner under this Article will in no way relieve the CM from his contractual requirement to complete the Project within the date for final completion.

ARTICLE 25 - FINAL INSPECTION, ACCEPTANCE, AND PROJECT CLOSEOUT

- a. Upon notification from the CM that the Project is complete and ready for inspection, the Project Designer shall make a preliminary final inspection to verify that the Project is complete and ready for final inspection. Prior to final inspection, the CM shall ensure that all items requiring corrective measures noted at the preliminary inspection are complete. The Project Designer shall schedule a final inspection at a time and date acceptable to the Owner and the CM.
- b. {NOT USED}
- c. At the final inspection, the Project Designer shall, if job conditions warrant, record a list of items that are found to be incomplete or not in accordance with the Contract Documents. At the conclusion of the final inspection, the Project Designer shall make one of the following determinations:
 1. That the Project is completed and accepted.
 2. That the Project is accepted subject to the list of discrepancies (punch list). All punch list items must be completed within thirty (30) days of acceptance or the Owner may invoke Article 28, Owner's Right to Do Work.
 3. That the Project is not complete and another date for a final inspection will be established.
- d. Within fourteen (14) days of acceptance of the Project or within fourteen (14) days after completion of punch list items as described above, the Project Designer shall certify the completion of the Work and issue applicable certificate(s) of compliance.
- e. Any discrepancies listed or discovered after the date of final inspection and acceptance of the Project shall be handled in accordance with Article 42.
- f. The date of acceptance will establish the following:
 1. The beginning of the guarantees and warranties period.
 2. The date on which the CM's insurance coverage for public liability, property damage and builder's risk may be terminated.

3. That no Liquidated Damages (if applicable) shall be assessed after this date.
4. The termination date of utility cost to the CM (if applicable).

ARTICLE 26 - CORRECTION OF WORK BEFORE FINAL PAYMENT

- a. Any Work, materials, fabricated items or other parts of the Work which have been condemned or declared not in accordance with the Contract Documents by the Project Designer shall be promptly removed from the Work site by the CM, and shall be immediately replaced by new Work in accordance with the Contract Documents at no additional cost to the Owner. Work or property of the Owner, damaged or destroyed by virtue of such faulty Work, shall be made good at the expense of the CM.
- b. Correction of condemned Work described above shall commence within twenty-four (24) hours after receipt of notice from the Project Designer, and shall make satisfactory progress until completed.
- c. Should the CM fail to proceed with the required corrections, then the Owner may complete the Work in accordance with the provisions of Article 28.

ARTICLE 27 - CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate, final payment, occupancy of the premises by the Owner, nor any provision of this Agreement, nor any other act or instrument of the Owner, nor the Project Designer, shall relieve the CM from responsibility for negligence, or faulty material or workmanship, or failure to comply with the drawings and specifications. The CM shall correct or make good any defects due thereto and repair any damage resulting therefrom, which may appear during the guarantee period following final acceptance of the Work except as stated otherwise under Article 42, Guarantee. The Owner will report any defects as they may appear to the CM and establish a time limit for completion of corrections by the CM. The Owner will be the judge as to the responsibility for correction of defects.

ARTICLE 28 - OWNER'S RIGHT TO DO WORK

If, during the progress of the Work or during the period of guarantee, the CM fails to prosecute the Work properly or to perform any provision of this Agreement, the Owner, after fifteen (15) days written notice sent by overnight mail or by certified mail, return receipt requested, to the CM from the Project Designer, may perform or have performed that portion of the Work. The cost of the Work may be deducted from any amounts due or to become due to the CM, such action and cost of same having been first approved by the Project Designer. Should the cost of such Work performed by the Owner exceed the amount due or to become due the CM, then the CM or his surety, or both, shall be liable for and shall pay to the Owner the amount of said excess.

ARTICLE 29 - ANNULMENT OF CONTRACT

If the CM fails to begin the Work within the time specified or fails to establish a GMP or obtain bids from or enter into contracts with qualified Principal Trade or Specialty Contractors within the GMP, or the progress of the Work is not maintained on schedule, or the Work is not completed within the time above specified, or fails to perform the Work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably or shall discontinue the prosecution of the Work, or if the CM shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours,

or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the Work in an acceptable manner, the Owner may give notice in writing, sent by certified mail, return receipt requested, to the CM and his surety of such delay, neglect or default, specifying the same, and if the CM within a period of fifteen (15) days after such notice shall not proceed in accordance therewith, then the Owner shall, declare this Agreement in default, and, thereupon, the surety shall promptly take over the Work and complete the performance of this Agreement in the manner and within the time specified. In the event the surety shall fail to take over the Work to be done under this Agreement within fifteen (15) days after being so notified and diligently pursue and complete the same, the Owner shall have full power and authority, without violating the Agreement, to take the prosecution of the Work out of the hands of said CM, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of this Agreement according to the terms and provisions thereof or use such other methods as in the Owner's opinion shall be required for the completion of this Agreement in an acceptable manner. All costs and charges incurred by the Owner, together with the costs of completing the Work, shall be deducted from any monies due or which may become due the CM and surety. In case the expense so incurred by the Owner shall be less than the sum which would have been payable under this Agreement, if it had been completed by the CM, then the CM and surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under this Agreement, then the CM and the surety shall be liable and shall pay to the Owner the amount of such excess.

ARTICLE 30 – CONSTRUCTION MANAGER'S RIGHT TO STOP WORK OR TERMINATE

- a. Should the Work be stopped by order of a court having jurisdiction, or by order of any other public authority for a period of three months, due to cause beyond the fault or control of the CM, or if the Owner should fail or refuse to make payment on account of a certificate issued by the Project Designer within thirty (30) days after receipt of same, then the CM, after seven (7) days' written notice sent by overnight mail or certified mail, return receipt requested, to the Owner and the Project Designer, may suspend the Work or terminate this Agreement.
- b. The Owner shall be liable to the CM for the cost of all materials delivered and Work performed under this Agreement and shall make such payment. The Project Designer shall be the judge as to the correctness of such payment.

ARTICLE 31 - REQUEST FOR PAYMENT

- a. Based on applications for payment submitted to the Project Designer by the CM and certificates for payment issued by the Project Designer, the Owner shall make progress payments on account of the contract sum to the CM as provided below and elsewhere in the Contract Documents. The period covered by each application for payment shall be one calendar month ending on the last day of the month.
- b. Provided an application for payment is received by the Project Designer not later than the 25th day of the month, the Owner shall make payment to the CM not later than the 15th day of the following month. If an application for payment is received by the Project Designer after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Project Designer receives the application for payment.
- c. Prior to submitting the first payment request, the CM shall prepare a schedule of values showing a breakdown of the contract price into values of the various parts of the GMP. The Cost of the Work breakdown will be arranged so as to facilitate payments by the CM to the

Principal Trade and Specialty Contractors. The combined CM Management Fee, CM's Project Costs, Bonds & Insurance, CM Contingency, and Project Reserve (if any) will be shown on the schedule of values as separate lines. The values for the CM Contingency and Project Reserve (if any) will move to appropriate lines within the Cost of the Work as those funds are committed and expended. This schedule of values will be submitted to & approved by the Project Designer and Owner within 30 days of the Notice to Proceed. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Project Designer and Owner may require.

- d. Applications for payment shall be in a form agreed upon by the CM, Project Designer and Owner and shall be prepared and supported by such data to substantiate the accuracy of the request as the Project Designer may require.
- e. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 1. Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage completion of each portion Cost of the Work and CM's Project Costs by the share of the GMP allocated to that portion of the Work in the schedule of values.
 2. Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or if approved in advance by the Owner, suitably stored off site at a location agreed upon in writing.
 3. Subtract the aggregate of previous payments made by the Owner.
 4. Subtract the amount, in any, by which the CM has been previously overpaid, as evidenced by the Owner's review of the CM's documentation.
 5. Subtract amounts, if any, for which the Project Designer has withheld or nullified a certificate of payment.
 6. Subtract retainage as per paragraph (f) below.
 7. Add the amount due for the CM Management Fee based on the percentage completion of the Project or on a schedule of payment negotiated with the Owner less five percent (5%) retainage and less previous payments for CM Management Fee.
- f. Payment allocated to Principal Trade and Specialty Contractors shall be subject to five percent (5%) retainage, provided, however that after fifty percent (50%) of the Cost of the Work has been satisfactorily completed on schedule, with the approval of the Owner and with written consent of the surety, further requirements for retainage will be waived only so long as the Work continues to be completed satisfactorily and on Fule. Satisfactory completion and close out of the Project means that the Owner and Project Designer are satisfied that the Project has been fully and finally completed in accordance with the plans and specifications and within the GMP, all requirements of the Contract Documents pertaining to close out have been satisfied, and all Principal Trade and Specialty Contractors have satisfactorily completed their respective contracts. No retainage will be held for the cost of Bonds and Insurance.

- g. Except with the Owner's prior approval, the CM shall not make advance payments to suppliers for materials or equipment, which has not been delivered and stored at the Project site.
- h. The Project Designer shall take action on the CM's application for payment in accordance with this Agreement. The Project Designer's certification for payment shall be based upon the Project Designer's on-site observation and the documentation submitted by the CM with the application for payment.

ARTICLE 32 - CERTIFICATES OF PAYMENT AND FINAL PAYMENT

- a. Within five (5) days from receipt of request for payment from the CM, the Project Designer shall issue and forward to the Owner a certificate for payment. This certificate shall indicate the amount requested or as approved by the Project Designer. If the certificate is not approved by the Project Designer, he shall state in writing to the CM and the Owner his reasons for withholding payment.
- b. No certificate issued or payment made shall constitute an acceptance of the Work or any part thereof. The making and acceptance of final payment shall constitute a waiver of all claims by the Owner except:
 - 1. Claims arising from unsettled liens or claims against the CM.
 - 2. Faulty Work or materials appearing after final payment.
 - 3. Failure of the CM to perform the Work in accordance with the Contract Documents, such failure appearing after payment.
 - 4. As conditioned in the performance bond and payment bond.
- c. The making and acceptance of final payment shall constitute a waiver of all claims by the CM except those claims previously made as provided in the Agreement and remaining unsettled.
- d. Prior to submitting a request for final payment to the Project Designer for approval, the CM shall fully comply with all requirements specified in the "project closeout" section of the specifications. These requirements include but are not limited to the following:
 - 1. Submittal of Product and Operating Manuals, Warranties and Bonds, Guarantees, Maintenance Agreements, As-Built Drawings, Certificates of Inspection or Approval from agencies having jurisdiction. (The Project Designer must approve the Manuals prior to delivery to the Owner).
 - 2. Transfer of required attic stock material and all keys in an organized manner.
 - 3. Record of Owner's training.
 - 4. Resolution of any final inspection discrepancies.
- e. The CM shall forward to the Project Designer, the final application for payment along with the following documents:

1. List of minority business subcontractors and material suppliers showing breakdown of the contract amounts.
 2. Affidavit of Release of Liens.
 3. Affidavit from CM of payment to material suppliers and subcontractors.
 4. Consent of Surety to Final Payment.
 5. Certificates of state agencies required by state law.
- f. The Project Designer will not authorize final payment until the Work has been certified by Project Designer, certificates of compliance issued, and the CM has complied with the closeout requirements. The Project Designer shall forward the CM's final application for payment to the Owner along with respective certificate(s) of compliance required by law.

ARTICLE 33 - PAYMENTS WITHHELD

- a. The Project Designer and the Owner may withhold payment for the following reasons:
1. Faulty Work not corrected.
 2. The unpaid balance on the contract is insufficient to complete the Work in the judgment of the Designer.
 3. To provide for sufficient contract balance to cover Liquidated Damages that will be assessed against the CM.
 4. Claims filed against the CM or evidence that a claim will be filed.
 5. Evidence that Principal Trade or Specialty Contractors have unjustifiably not been paid the amounts equal to those paid to the CM by the Owner.
- b. When grounds for withholding payments have been removed, payment will be released.

ARTICLE 34 - MINIMUM INSURANCE REQUIREMENTS

The Work shall not commence until the CM has verified to the Owner that all required insurance and verifying certificates of insurance have been obtained and approved in writing by the Owner. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Owner of such alteration or cancellation.

a. **Worker's Compensation and Employer's Liability**

The CM shall ensure that it and all Principal Trade and Specialty Contractors shall provide and maintain, during the life of this Agreement, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of at least \$100,000.

b. **Public Liability and Property Damage**

The CM shall ensure that it and all Principal Trade and Specialty Contractors shall provide and maintain, during the life of this Agreement, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury:	\$1,000,000 per occurrence
Property Damage:	\$1,000,000 per occurrence

In lieu of limits listed above, a \$2,000,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the Work.

c. Property Insurance (Builder's Risk/Installation Floater)

The CM shall ensure that it shall purchase and maintain property insurance during the life of this Agreement, upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the CM, and subcontractors in the Work and shall insure against the perils of fire, extended coverage, and vandalism and malicious mischief. If the Owner is damaged by failure of the CM to purchase or maintain such insurance, then the CM shall bear all reasonable costs properly attributable thereto; the CM shall affect and maintain similar property insurance on portions of the Work stored off the site when a request for payment includes such portions.

d. Deductible

Any deductible, if applicable to a loss covered by insurance provided, is to be borne by the Owner.

e. Other Insurance

The CM shall ensure that it and all Principal Trade and Specialty Contractors shall obtain such additional insurance as may be required by the Owner or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

f. Proof of Carriage

The CM shall ensure that it and all Principal Trade and Specialty Contractors shall furnish the Owner with satisfactory proof of carriage of the insurance required before written approval is granted by the Owner.

ARTICLE 35 - PERFORMANCE BOND AND PAYMENT BOND

- a. The CM shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina with an A.M. Best Company financial strength rating of "A" or better. The bonds shall be in the full contract amount, which shall be in the amount of the GMP for the entire project. Bonds shall be executed in the forms attached as Exhibit A.

- b. All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.

ARTICLE 36 - CONSTRUCTION MANAGER'S AFFIDAVIT

The final payment of retained amount due the CM on account of this Agreement shall not become due until the CM has furnished to the Owner through the Project Designer an affidavit signed, sworn and notarized to the effect that (i) all payments then due to all Subcontractors for materials, services or subcontracted Work have been satisfied; (ii) all final payments due to all Subcontractors for materials, services or subcontracted Work will be paid and satisfied by CM promptly upon CM's receipt of final payment., (iii) no claims or liens exist against the CM in connection with this Agreement, and (iv) that the CM shall defend, indemnify, and save the Owner harmless from any and all claims of Subcontractors

ARTICLE 37 - ASSIGNMENTS

The CM shall not assign any portion of this Agreement nor subcontract in its entirety. Except as may be required under terms of the performance bond or payment bond, no funds or sums of money due or become due the CM under this Agreement may be assigned.

ARTICLE 38 - USE OF PREMISES

- a. The CM shall confine his apparatus, the storage of materials and the operations of his workmen to limits of the Project indicated by law, ordinances, permits or directions of the Project Designer and shall not exceed those established limits in his operations.
- b. The CM shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- c. The CM shall enforce the Project Designer's instructions regarding signs, advertisements, fires and smoking.
- d. No firearms, any type of alcoholic beverages or drugs (other than those prescribed by a physician) will be permitted at the job site.

ARTICLE 39 - CUTTING, PATCHING AND DIGGING

- a. The CM shall ensure that all cutting, fitting or patching that may be required to make the Work come together properly and fit it to receive or be received by Work of other contractors shown upon or reasonably implied by the drawings and specifications for the completed structure, as the Project Designer may direct.
- b. Any cost brought about by defective or ill-timed Work shall be borne by the party responsible therefor.
- c. No Principal Trade or Specialty Contractor shall endanger any Work of another such contractor by cutting, digging or other means, nor shall he cut or alter the Work of any other such contractor without the consent of the Project Designer and the affected contractor(s).

ARTICLE 40 - UTILITIES, STRUCTURES, SIGNS

- a. The CM shall provide necessary and adequate facilities for water, electricity, gas, oil, sewer, and other utility services, which may be necessary and required for completion of the

project. If the Owner specifies that the CM is to pay all utilities, any permanent meters installed shall be listed in the CM's name until the Work is fully accepted by the Owner. The Owner will reimburse the CM for the actual cost of temporary utilities as part of CM's Project Costs. The Owner or CM, as applicable, may recover actual costs of metered utilities from the responsible party should delays occur in Project completion.

- b. If applicable Meters shall be relisted in the Owner's name on the day following and the Owner's acceptance of the Work, and the Owner shall pay for services used after that date.
- c. {NOT USED}
- d. Prior to the operation of permanent systems, the CM will provide temporary power, lighting, water, and heat to maintain space temperature above freezing, as required for construction operations.
- e. The CM shall have the permanent building systems in sufficient readiness for furnishing temporary climatic control at the time a building is enclosed and secured. The HVAC systems shall maintain climatic control throughout the enclosed portion of the building sufficient to allow completion of the interior finishes of the building. A building shall be considered enclosed and secured when windows, doorways (exterior, mechanical, and electrical equipment rooms), and hardware are installed; and other openings have protection, which will provide reasonable climatic control. The appropriate time to start the mechanical systems and climatic condition shall be jointly determined by the CM and the Designer. Use of the equipment in this manner shall in no way affect the warranty requirements of the CM.
- f. The CM shall coordinate the Work so that the building's permanent power wiring distribution system shall be in sufficient readiness to provide power as required by the HVAC contractor for temporary climatic control.
- g. The CM shall coordinate the Work so that the building's permanent lighting system shall be ready at the time interior painting and finishing begins and shall provide adequate lighting in those areas where interior painting and finishing is being performed.
- h. The CM shall be responsible for his permanently fixed service facilities and systems in use during progress of the Work. The following procedures shall be strictly adhered to:
 - 1. Prior to acceptance of Work by the Owner, the CM shall coordinate the removal and replacement of any parts of the permanent building systems damaged through use during construction.
 - 2. Temporary filters shall be installed in each of the heating and air conditioning units and at each return grille during construction. New filters shall be installed in each unit prior to the Owner's acceptance of the Work.
 - 3. Extra effort shall be maintained to keep the building and the site adjacent to the building clean and under no circumstances shall air systems be operated if finishing and site Work operations are creating dust in excess of what would be considered normal if the building were occupied.
 - 4. It shall be understood that any warranty on equipment presented to the Owner shall extend from the day of final acceptance by the Owner. The cost of warranting the equipment during operation in the finishing stages of construction shall be borne by the contractor whose system is utilized.

5. The CM shall ensure that all lamps are in proper working condition at the time of final acceptance of the Project.
- i. The CM shall provide, if required and where directed, a shed for toilet facilities and shall furnish and install in this shed all water closets, chemical toilets, and facilities required for a complete and adequate sanitary arrangement. These sanitary facilities will be available to other subcontractors on the job and shall be kept in a neat and sanitary condition at all times.
- j. The CM shall provide or erect a temporary field office, complete with lights, telephone, heat and air conditioning and shall be reimbursed for the costs thereof as part of CM's Project Costs.
- j. On multi-story construction projects, the CM shall either provide or ensure that temporary elevators, lifts, or other necessary special equipment is available for the general use of all contractors. The cost for such elevators, lifts or other special equipment and the operation thereof shall either be included in the CM Project Costs or specified as part of the Work of a Principal Trade or Specialty Contractor and paid for as a part of the Cost of the Work.
- k. The CM will erect one sign on the Project if required. The sign shall be of sound construction, and shall be neatly lettered with black letters on white background. The sign shall bear the name of the Project, and the CM's name, and the name of the Project Designer and consultants. Directional signs may be erected on the Owner's property subject to approval of the Owner with respect to size, style and location of such directional signs. Such signs may bear the name of the CM and a directional symbol. No other signs will be permitted except by permission of the Owner.

ARTICLE 41 - CLEANING UP

- a. The CM shall ensure that the building and surrounding Project area is reasonably free from rubbish at all times, and shall remove debris from the site on a timely basis or when directed to do so by the Project Designer. The CM shall provide an on-site refuse container(s) for the use of all Principal Trade and Specialty Contractors. The CM shall ensure that each Principal Trade and Specialty Contractor removes their rubbish and debris from the building on a daily basis. The CM shall ensure that the building is broom cleaned as required to minimize dust and dirt accumulation.
- b. The CM shall provide and maintain suitable all-weather access to the building.
- c. Before final inspection and acceptance of the building, the CM shall ensure that all portions of the Work are clean, including glass, hardware, fixtures, masonry, tile and marble (using no acid), clean and wax all floors as specified, and completely prepare the building for use by the Owner, with no cleaning required by the Owner.

ARTICLE 42 - GUARANTEE

- a. The CM shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of final acceptance of the Work or beneficial occupancy and shall replace such defective materials or workmanship without cost to the Owner.
- b. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The CM shall replace such defective equipment or materials, without cost to the Owner, within the manufacturer's warranty period.

- c. Additionally, the Owner may bring an action for latent defects caused by the negligence of the CM, which are hidden or not readily apparent to the Owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.
- d. Guarantees for roof, equipment, materials, and supplies shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

ARTICLE 43 - CODES AND STANDARDS

Wherever reference is given to codes, standard specifications or other data published by regulating agencies including, but not limited to, national electrical codes, North Carolina State Building Codes, federal specifications, ASTM specifications, various institute specifications, etc., it shall be understood that such reference is to the latest edition including addenda published prior to the date of the Contract Documents.

ARTICLE 44 - INDEMNIFICATION

To the fullest extent permitted by law, the CM shall indemnify and hold harmless the Owner, the Project Designer and the agents, consultants and employees of the Owner and Project Designer, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance or failure of performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the CM, any of the CM's subcontractors, or the agents of either the CM or the CM's subcontractors. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this article. Nothing herein shall be interpreted as requiring the CM to indemnify any party for that party's own negligence.

ARTICLE 45 - TAXES

- a. Federal excise taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3442(3)).
- b. Federal transportation taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3475(b) as amended).
- c. North Carolina sales tax and use tax, as required by law, do apply to materials entering into state work and such costs shall be included in the GMP.
- d. Local option sales and use taxes, as required by law, do apply to materials entering into state work as applicable and such costs shall be included in the GMP.
- e. Accounting Procedures for Refund of County Sales & Use Tax

Amount of county sales and use tax paid per CM's statements:

The CM shall ensure that the Principal Trade and Specialty Contractors provide information to allow the CM to give the Owner a signed statement containing the information listed in N.C.G.S. 105-164.14(e), the North Carolina Sales and Use Tax Act, for purposes of the Owner obtaining a sales tax refund.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from warehouse stock and the amount of county sales or use tax paid thereon by the CM.

Principal Trade and Specialty Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

ARTICLE 46 - EQUAL OPPORTUNITY CLAUSE

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

ARTICLE 47 - EMPLOYMENT OF THE HANDICAPPED

The CM agrees not to discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The CM agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

ARTICLE 48 - ASBESTOS-CONTAINING MATERIALS (ACM)

{NOT USED}

ARTICLE 49 - MINORITY BUSINESS PARTICIPATION

The CM shall identify and define contract packages (the value of which shall total to at least ten percent (10%) of the GMP) that remove barriers to participation commonly experienced by Historically Underutilized Businesses and Minority Business Enterprises as those terms are defined in North Carolina General Statute 143-128.2, hereinafter referred to as Reduced Barrier Packages (RBP). Such contract packages will be submitted to the Owner for review. As an example, RBP's may require no performance or payment bond, or may offer the participation of the CM as a guarantor or surety in the financing of material purchases by the Principal Trade and/or Specialty Contractors, provided that the CM may condition such financing participation upon the issuance of joint checks or other similar arrangements to allow the CM to verify that timely payments are made to suppliers furnishing credit. The CM may propose other and/or additional provisions for reducing barriers to participation.

The Owner shall require the CM to submit a plan for compliance with N.C.G.S.143-128.2 by approval by the Owner prior to soliciting bids for the Principal Trade and Specialty Contracts. The CM and Principal Trade and Specialty Contractors shall make a good faith effort to recruit and select minority businesses for participation in contracts pursuant to N.C.G.S. 143-128.2.

ARTICLE 50 – CONTRACTOR EVALUATION

{NOT USED}

ARTICLE 51 – GIFTS

CM shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Agreement or in connection with a subcontract relating to this Agreement. When CM has grounds to believe that a violation of this clause may have occurred, CM shall promptly report to Owner in writing the possible violation. The right of CM to proceed may be terminated by written notice if Owner determines that CM, its subcontractors, subcontractor employees, agent or another representative offered or gave a gratuity to an official or employee of Owner in violation of policies of Owner.

EXHIBIT 2



REQUEST FOR QUALIFICATIONS

**Construction Manager at Risk
(CMAR)**

East Elementary School

QUESTION DEADLINE:	3:00 p.m., September 8, 2022
RESPONSE DEADLINE:	3:30 p.m., September 22, 2022

Contact Information

Direct Inquires To: Penny Helms
UCPS Purchasing & Contract Coordinator
penny.helms@ucps.k12.nc.us
704.296.3160 ext. 6759

Submittals

Send Response To: UCPS Facilities Department
Penny Helms/RFQ CMAR-EE
201 Venus Street
Monroe, NC 28112

Important Notes:

Responses containing changes to any terms and conditions listed within this solicitation may render the response as unacceptable and unresponsive for award.

All inquiries are to be made in writing and submitted to the individual listed above. Any attempt to contact any elected local officials or school system administration may result in disqualification of the response.

Any clarification or revisions of the RFQ will be made only by addendum which will be made available on the UCPS website. It is the responsibility of the respondent to monitor the website for any addendums and to acknowledge receipt of any/all addendum with their submission. Oral explanations will not be binding.

Section 1 - INTRODUCTION AND OVERVIEW

UCPS is requesting qualifications from Construction Management firms interested in providing Construction Management at Risk services for East Elementary School.

The design is at 80% construction documents. The project scope will likely include:

1. 84,200 sf. 2-story new construction and related site improvements.
2. Demolition of approximately 81,911sf of building.
3. Demolition of most of the existing site improvements.
4. School houses approximately 400 students and will remain operational throughout construction.
5. Phased sequencing of work will be required.

Section 2 – SELECTION PROCESS

Union County Public Schools will review the qualification responses and may request interviews. If contacted, the firm should make themselves available and be ready to provide a presentation of their qualifications. All costs associated with the response and presentation shall be at no cost to Union County Public Schools.

UCPS has sole discretion and reserves the right to reject any and all responses received with respect to this RFQ and to cancel the RFQ process at any time prior to entering into a formal agreement.

When requested, Firm shall provide a written proposal including the description of Work to be completed, schedule for completing the Work, itemized cost for each service, and list of companies that may be used on the project. If an agreement cannot be reached within a reasonable time, UCPS will contact another qualified firm.

Section 3 - SUBMISSION REQUIREMENTS

Responses should be prepared and submitted as described in this section.

Respondents bear the responsibility of examining all parts of this RFQ and furnishing the information required by this RFQ. Provide four (4) hard copies of the response and one (1) electronic copy on flash drive (labeled). All costs incurred in the preparation and submission of proposals shall be covered by the respondent. All blank spaces on the Acknowledgement Form and all requirements outlined in this RFQ must be filled in and completed.

Submittals shall be made on 8.5" x 11" paper, side bound with Table of Contents and reference tabs for key sections. Response is limited to 20 pages single sided. All pages are to be consecutively numbered. Submittals are to be in a sealed envelope carrying the following information on the face of the envelope: Proposer's name, address, subject matter of response, GC license number.

Each proposer must answer all questions and provide all requested information, where applicable.

If the answer to any questions is “none” or if the question is not applicable, please state in writing. Any response failing to do so may be deemed to be nonresponsive with respect to this qualification at the sole discretion of UCPS. The respondent shall be responsible to furnish all information and data requested by the RFQ.

Where proposals are sent by mail, the proposer shall be responsible for their delivery before the time specified. Late submittals will not be considered and will be returned unopened. **Submittals must include, at a minimum, the following:**

Tab 1: GENERAL COMPANY INFORMATION

1. Completed Company Information Form
2. Completed Acknowledgement Form
3. Executive summary limited to one (1) page to include the company name, location of principal place of business, a brief narrative including the age of the business, type of business organization and services offered. Also describe why UCPS should select your firm for the project. Summary must be signed by the President of the Company.
4. If proposer is a joint venture, include a copy of the executed joint venture agreement.

Tab 2: INSURANCE, SAFETY, LEGAL

1. Copy of Certificate of Insurance meeting the requirements stated within RFQ
2. Safety
3. Legal

Tab 3: ORGANIZATION AND STAFFING

1. Organization and Structure of the Business
2. Project Staffing
3. Current Licensing Information

Tab 4: CONSTRUCTION BACKGROUND

1. Construction Background, Experience and References

Tab 5: FINANCE

1. Financial Data
2. Workload and Capacity

Section 4 - INSURANCE REQUIREMENTS

Minimum limits for the following types of insurance are required:

Worker's Compensation:

1. N.C. Statutory Requirements
2. Employers Liability
 - \$500,000 – Each Accident
 - \$500,000 – Disease Policy Limits (Aggregate)
 - \$500,000 – Disease Each Employee

Comprehensive General Liability:

Limits of coverage shall not be less than:

1. Bodily Injury and Property Damage Liability including contractual liability assumed under the indemnity provision of the contract, products/completed operations and underground property damage XCU where applicable.	\$1,000,000 each occurrence \$2,000,000 annual aggregate
2. Property Damage Liability including contractual liability Coverage assumed under the indemnity agreement of the Contract, products/completed operations and undergoing property damage XCU where applicable	\$1,000,000 each occurrence \$2,000,000 annual aggregate

Comprehensive Automobile Liability:

Comprehensive Automobile Liability Insurance shall be maintained by the Construction Manager as to the Ownership, maintenance and use of all owned, non-owned, leased or hire vehicles with limits of not less than:

1. Automobile Liability – All owned, non-owned and hired vehicles	\$1,000,000 each person \$2,000,000 each occurrence
2. Automobile Property Damage Liability – all owned, non-owned and hired vehicles	\$1,000,000 each occurrence \$2,000,000 aggregate
3. Umbrella Liability limits shall not be less than	\$2,000,000 each occurrence
4. Professional Liability not less than	\$2,000,000

Section 5 - QUALIFICATIONS/PROPOSER INFORMATION

Current organization and structure of the business

1. Provide company organizational chart. Identify total number of employees in each position of the organizational chart
2. Provide current organizational structure information (Corporation, LLC, Partnership, Joint Venture, Sole Proprietorship, etc.) including date of formation/incorporation.
3. Indicate the number of years the organization has provided Construction Management at Risk services on projects of similar type to those noted in the RFQ.
4. Identify the office that will directly participate in the UCPS work. Include a contact person including their phone number and email address.

Current Licensing information; proposer must be a licensed general contractor in North Carolina. If submitting as a joint venture, provide this information for each joint venture partner.

1. Provide the license number (list all license numbers and provide a copy of license), license classification (list all classifications and limits), qualifier's name, date issued, expiration date (list all expiration dates) exactly as on file with the North Carolina Contractor's State License Board.
2. Has the license ever been revoked or suspended? (applies to all parties of a joint venture) If yes, provide an explanation including dates, alleged misconduct and terms of revocation suspension.
3. Has a complaint ever been filed with the Contractor's State Licensing Board against your company that required a formal hearing or inquiry? If yes, provide explanation.

Construction background, experience and references

1. Provide information on no less than three (3) of your most recent new K-12 projects, completed during the last five (5) years where your firm (office proposing) provided CM at Risk services on a project of similar size, scope and value. A list of projects in North Carolina is preferred. Information should include the following:
 - a. Name of the project
 - b. Address of the project
 - c. Date completed
 - d. Names of construction manager project staff (Senior Executive, Project Manager, Site Manager)
 - e. Name, address and telephone number for project architect
 - f. Name, address and telephone number for Owner's representative
 - g. Type of project
 - h. GMP contract amount
 - i. CM fee percent
 - j. CM general conditions as a percent of work

- k. Final cost of project
 - l. Original contract time
 - m. Authorized time extensions
 - n. Final contract time
 - o. Duration from substantial completion to completion of closeout
 - p. Original MWSBE percentage
 - q. MWSBE percentage at completion
2. Provide a minimum of four (4) client references (not UCPS project related). Two (2) references should be from owners similar in function to UCPS. Information should include contact name, address, phone number, and email. Information should describe the services provided.
 3. Describe your firm's experience providing BIM services including completed projects and those currently in process. Describe your BIM process (in-house or outsourced) and how you engage the design team and the Owner.
 4. Describe your firm's approach and the name of the person in charge of quality assurance preconstruction through closeout.
 5. Describe your approach to the collaboration with the Owner and the design team throughout design and construction.
 6. How do you manage the process of reviewing and approving subcontractor submittals/RFIs in a timely manner to maintain the project schedule?
 7. Describe your firm's experience in successfully completing the commissioning process 30 days from building substantial completion.
 8. Describe your in-house MWSBE program and a detailed approach to implementation on a UCPS project including a description of outreach, procurement, monitoring, reporting and technical assistance and the responsible team member.
 9. Respondents shall comply with UCPS's MWSBE program by making a good faith effort to utilize MWSBE firms in the professional service contract. Describe how your firm will address the MWSBE objectives. **This includes completing and submitting the Identification Form and either Affidavit 'A' or 'B' included in section 8 of the RFQ as part of your submittal.**
 10. The selected CMAR provider shall bid the various bid packages in accordance with UCPS policy and State laws. When in conflict, the most restrictive must be applied.

Financial Data

1. Submit a notarized statement from the proposer's surety company confirming the proposer has currently available bonding capacity to cover 100% of the range of the scope noted in section 2.
2. Provide the name of proposer's Bonding Company/Surety including name of Surety agent, address and telephone number, firm's total bonding capacity and current available bonding capacity and Surety's A.M. Best rating. Include this information for Surety's utilized over the past three (3) years.

3. UCPS reserves the right to request financial data. If requested, provide a copy of audited financial statements for the three (3) previous fiscal years and the last quarterly report. Statements must include auditor's letter of opinion, auditor's noted balance sheet, statement of income/loss. Each prime or joint venture partner must submit this information.

Workload and Capacity

1. Provide your annual revenue for CM work over the last five (5) years (2013-2017) including the number of projects per year.
2. Provide a ratio of your revenues for CM, GC, DB, etc. completed by the proposing office over the last five (5) years (2013-2017).
3. Provide a ratio of the number of projects for CM, GC, DB, etc. completed by the proposing office over the last five (5) years (2013-2017).
4. Provide a list of the CM at Risk public projects your firm is currently committed to in North Carolina including name of project, location, value and completion date.

Safety

1. Describe your company approach to safety, including how high-risk activities and control of the site are addressed during the preconstruction and construction phases of the project
2. Provide your firm's workers compensation Experience Modification Rate (EMR) for the last three (3) years.
3. Does your firm have a written Health, Safety and Environmental Plan?
4. Has NC OSHA, Federal OSHA, NCDENR, the EPA or any Air Quality Management district cited your firm or the Owner on a project where you were actively contracted in the past five (5) years? If yes, attach a description of each citation. Include related back charges from Owner if applicable.
5. Does your company participate in the NCDOL Carolina Star Program or a safety related program? If so, provide details.
6. Do you have a dedicated home office/safety representative that visits/audits projects? Describe and note reporting structure.
7. Does your company have standard safety pre-qualification requirements? If so, please describe

Project Staffing

1. Identify key individuals proposed by your firm to participate on the UCPS project including at a minimum the project executive, project manager, project superintendent, and preconstruction manager. Attach resumes for each individual proposed including their experience with the proposer's firm and other prior relevant experience in construction/design including the type of project, dollar value of each project, delivery method used and that person's role on the project. Highlight projects where proposed candidates have completed projects as a team.

Legal

1. Describe any claims, disputes ending in mediation, arbitration or litigation associated with any current project(s) in the past five years. Also note any project(s) where your firm has been terminated.
2. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit, found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity, or been convicted of a crime involving any federal, state or local law related to construction?

If YES, explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

3. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft or any other act of dishonesty?

Section 6 – COMPANY INFORMATION FORM

Company Name: _____

Physical Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

Contact Name: _____

Is your company authorized to do business in North Carolina? _____

How many years has your company been in business? _____

How many years has your company been in business under its present business name? _____

Have you been known by another name or organization? _____

If yes, list the name(s): _____

Number of CMAR projects your company has performed within the past 10 years? _____

Number of CMAR projects completed in regards to new schools within the past 10 years? _____

Number of CMAR projects completed for new elementary schools with the past 10 years? _____

What is the dollar value of CMAR projects your company has completed in 2021? _____

What is the dollar value of CMAR projects your company has completed in 2020? _____

What is the dollar value of CMAR projects your company has completed in 2019? _____

How many claims ended in mediation, arbitration or litigation within the past 5 years? _____

List the type of Licenses your Company has current: _____

Authorized Signature

Date

Section 7 - ACKNOWLEDGEMENT FORM

The undersigned hereby acknowledges having received and completed a package containing a full set of documents, including but not limited to:

1. Introduction and Overview
2. Selection Process
3. Submission Requirements
4. Insurance Requirements
5. Qualifications/Proposer Information
6. Acknowledgement Form
7. Company Information Form

The undersigned acknowledges receipt of addenda: _____

The undersigned agrees to be bound by and comply with the provisions of UCPS's Minority, Women and Small Business Enterprise Program.

I, the undersigned, certify and declare that I have read all the foregoing responses to this RFQ and know their contents. The responses are true of my own knowledge and belief. I declare under penalty of perjury under the laws of the State of North Carolina, that the foregoing is correct.

All signatures to be sworn to before a Notary Public

Signed _____

Firm Name _____

Title _____

Address _____

Telephone _____

City _____

State _____ Zip _____

Corporate Seal – (requested, not required)

SUBSCRIBED AND SWORN to before me this

_____ Day of _____ 19____

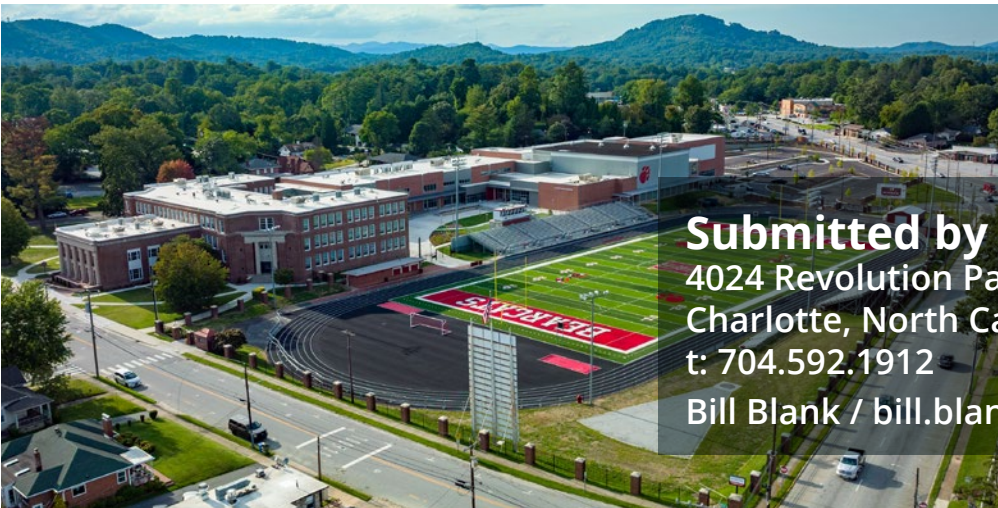
Notary Public Signature

STATE OF _____

COUNTY OF _____

REQUEST FOR QUALIFICATIONS UNION COUNTY PUBLIC SCHOOLS CONSTRUCTION MANAGER AT RISK FOR EAST ELEMENTARY SCHOOL

SEPTEMBER 22, 2022 @ 3:30 PM



Submitted by Vannoy Construction

4024 Revolution Park Drive

Charlotte, North Carolina 28217

t: 704.592.1912

Bill Blank / bill.blank@jrvannoy.com





Ms. Penny Helms
UCPS Facilities Department
201 Venus Street
Monroe, NC 28112

RE: Union County Public Schools, RFQ for Construction Manager at Risk (CMAR) – East Elementary School

Dear Selection Committee Members,

All of us at James R. Vannoy & Sons Construction Company, Inc. (Vannoy Construction) are grateful for the opportunity to propose our qualifications for the Construction Manager at Risk services planned for the Forest Hills High School & East Elementary School projects. We hope the information contained herein assists you in understanding the strength and scale of Vannoy Construction in K-12 and Education Construction, CM at Risk project delivery and our reputation in the local Charlotte Metro construction marketplace. In addition to this specific experience, we work extensively on occupied campuses not only for our education clients but our healthcare and corporate clients as well. We exercise great care in maintaining safety and separation between daily school operations and our construction site, as well as a strong focus on communication in minimizing disruption and coordination around daily activities.

Within our proposal, we have outlined our project team, our experience and our management approach. Our team is prepared to engage and assist Union County Public Schools (UCPS) and LS3P Associates, Ltd. (LS3P) to design, plan & build a project we are all proud of. Within the context of our Reputation, Culture, Teamwork and Consistency we offer the following:

Reputation: We are a local, Charlotte Metro business first with the local workforce, leadership, relationships and expertise to get the job done. But also offer the resources and reach of a company that have spent the last 70 years constructing across North & South Carolina. We have built our reputation around great relationships. We believe our “Handshake is our Bond” and strive to fulfill not just the requirements of the project, but the expectations of the entire team & local community. While this includes all tangible aspects of the project (cost, quality, schedule, safety, etc.), it more so means brining a service mindset, establishing trust and confidence, and being accountable in every way.

Culture: As you come to know us, you’re certain to experience what we refer to as the 4 H’s. They stand for Honor, Humility, Hospitality & Hustle. These are not just values or slogans. We refer to them as ‘visible attributes’ that you will encounter every day. They define how we relate to everyone, as people, as partners and as friends. These attributes contribute to a unique family atmosphere where together achievements are celebrated, problems are solved and lasting relationships are formed. We are excited about the opportunities and challenges for the new UCPS facilities. Balancing good architecture, building technologies, demanding schedules and a defined budget will require a unique solution. One that we look forward to being part of.

Teamwork: Over the years we have built a very strong company focused on delivering projects for customers of all sizes and complexities. Our successful completion of many projects ranging in excess of \$100 Million to an annual completion of over 500 small client sensitive projects (under \$150,000) speaks to the quality and nimbleness of our team. We have a professional staff of over 300 along with an hourly workforce in the field ranging from 80-200 craftspeople. The Vannoy team functions as one unit across the Carolinas and everyone is empowered to make decisions on behalf of the company – always focused on doing the best job possible.

Consistency: Simply stated, we are committed to Union County Public Schools; providing quality, prompt and meaningful communication, respect for all team members, coordination and foresight into the project needs and transparency in all negotiations. We thank you in advance for this opportunity and stand ready to become an extension of your team.

Sincerely,
Vannoy Construction

A handwritten signature in blue ink, appearing to read 'Bill Blank', is written over a blue horizontal line.

Bill Blank - Executive Vice President

TABLE OF CONTENTS

01. GENERAL COMPANY INFORMATION	PAGE 01
02. INSURANCE, SAFETY, LEGAL	PAGE 02
03. ORGANIZATION AND STAFFING	PAGE 04
04. CONSTRUCTION BACKGROUND	PAGE 08
05. FINANCE	PAGE 20





| Company Information Form

Section 6 – COMPANY INFORMATION FORM

Company Name: James R. Vannoy & Sons Construction Company, Inc.

Physical Address: 4024 Revolution Park Drive

City, State, Zip Code: Charlotte, NC 28217

Telephone Number: 704.529.1912

Email Address: bill.blank@jrvannoy.com

Contact Name: Bill Blank, Executive Vice President

Is your company authorized to do business in North Carolina? Yes

How many years has your company been in business? 70

How many years has your company been in business under its present business name? 70

Have you been known by another name or organization? No

If yes, list the name(s): _____

Number of CMAR projects your company has performed within the past 10 years? 500+

Number of CMAR projects completed in regards to new schools within the past 10 years? 10

Number of CMAR projects completed for new high schools with the past 10 years? 1

What is the dollar value of CMAR projects your company has completed in 2021? 12

What is the dollar value of CMAR projects your company has completed in 2020? 15

What is the dollar value of CMAR projects your company has completed in 2019? 14

How many claims ended in mediation, arbitration or litigation within the past 5 years? 0

List the type of Licenses your Company has current: NC GC License No. 3810

*A full list of state licenses can be provided upon request.

Bill Blank | Executive Vice President

09/22/2022

Date



Acknowledgment Form

Section 7 - ACKNOWLEDGEMENT FORM

The undersigned hereby acknowledges having received and completed a package containing a full set of documents, including but not limited to:

1. Introduction and Overview
2. Selection Process
3. Submission Requirements
4. Insurance Requirements
5. Qualifications/Proposer Information
6. Acknowledgement Form
7. Company Information Form

The undersigned acknowledges receipt of addenda: Addendum #1, Addendum #2

The undersigned agrees to be bound by and comply with the provisions of UCPS's Minority, Women and Small Business Enterprise Program.

I, the undersigned, certify and declare that I have read all the foregoing responses to this RFQ and know their contents. The responses are true of my own knowledge and belief. I declare under penalty of perjury under the laws of the State of North Carolina, that the foregoing is correct.

All signatures to be sworn to before a Notary Public

Signed 

Firm Name James R. Vannoy & Sons Construction Company, Inc.

Title Bill Blank, Executive Vice President

Address 4024 Revolution Park Drive

Telephone 704.529.1912

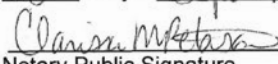
City Charlotte

State North Carolina Zip 28217

Corporate Seal – (requested, not required)

SUBSCRIBED AND SWORN to before me this

22nd Day of September 2022


Notary Public Signature

STATE OF North Carolina

COUNTY OF Mecklenburg



Executive Summary

From our humble beginnings in 1952, **James R Vannoy & Sons Construction Company, Inc. (Vannoy Construction)** has always maintained a family atmosphere among its employees, subcontractors, partners, and clients. Evidenced by the company's client retention rate and the many employees who have been a member of the team for decades, Vannoy Construction remains one of the Southeast's top builders.

When we first opened our doors in 1952, business was done on a handshake and a person's word was all you needed to know the job would be done right. Today, with single projects ranging from \$50,000 to \$240 million, and annual revenues exceeding \$661 million, that same focus on commitment and honor remains.

Vannoy's culture has consistently been defined by the character of its founders. Over **70 years ago**, Jim and Wilma Vannoy started a family company with North Carolina mountain roots which fostered the character of our people. Our character remains today under the leadership of their sons, Eddie & Mark Vannoy.

We call this character the 4H's – Honor, Humility, Hospitality and Hustle. Different than Core Values or Mission Statements, the 4H's are our behavior standards and are expected to be visible in our everyday interactions. Together, these attributes built our reputation and define our working relationship with every customer, partner and vendor we work with every day.

Expertise with Public Sector Construction Management at Risk Projects

Vannoy Construction has successfully completed 26 Public Sector CMR Projects with 17 clients worth over \$480M. We ensure schedule, budget and quality goals are achieved by leading the following processes before construction ever starts:

- Milestone Schedule to Stay on Track
- Real-Time Budget Tracking
- Creative Cost Savings
- Thorough Review of Drawings for Early Issues
- Subcontractor Prequalification
- Facilitating Bid Process for Competitive Pricing

Expertise with Occupied Campus Projects

Vannoy has extensive experience working on extremely tight Occupied Campus projects. We bring the experience and planning to successfully provide efficiency and consistency to our clients, as well as a clean, safe and secure environment for the surrounding operations.

7 offices in the Carolinas

\$650+ million annual volume

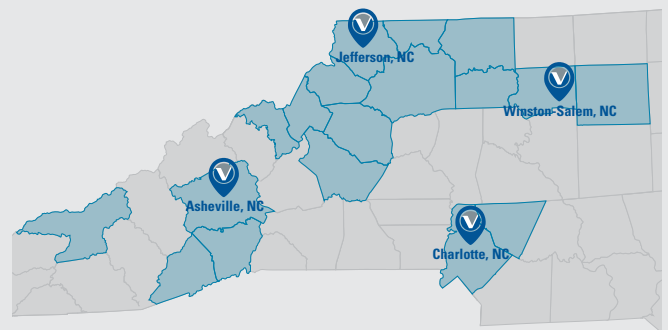
90% of \$650+M is CM at Risk services

NC North Carolina Based Owned and Operated

50+ NC Public Sector CM at Risk Projects

#8 years Running - Best Places to Work

#18 NC Counties Served (13 with K-12 projects)
See highlighted counties below



Counties Shown Above: Alleghany, Ashe, Avery, Burke, Buncombe, Cabarrus, Caldwell, Forsyth, Guilford, Henderson, Mecklenburg, Mitchell, Swain, Surry, Transylvania, Watauga, Wilkes and Yadkin.

Blue Font - K12 Projects

HONOR | HUMILITY | HOSPITALITY | HUSTLE



Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Scott Insurance (Knoxville,TN) 10100 Global Way Knoxville TN 37932		CONTACT NAME: Melanie Hackworth PHONE (A/C, No, Ext): 434-832-2295 FAX (A/C, No): 434-455-8851 E-MAIL ADDRESS: mhackworth@scottins.com	
INSURED James R. Vannoy & Sons Construction Company, Inc. P.O. Box 635 Jefferson, NC 28640		INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company (A+) NAIC # 37885 INSURER B: Hartford Casualty Insurance Company (A+) 29424 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1243470873

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	14UENOE0028	4/1/2022	4/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	14UENOE0029	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	US00090305LI22A	4/1/2022	4/1/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	14WEOE0027	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Contractors Equipment			UM00035630MA22A	4/1/2022	4/1/2023	Leased/Rented \$800,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

*****For Bid Purposes Only*****	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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| Safety

APPROACH TO SAFETY, INCLUDING HOW HIGH RISK ACTIVITIES AND CONTROL OF THE SITE ARE ADDRESSED.

We ensure maximum safety on all projects we undertake through a site-specific project safety plan. The site-specific plan provides guidelines for the prevention of accidental injury, occupational illness and property damage. Each subcontractor, as well as their respective tiered subcontractors and suppliers, shall provide and maintain a safe, hazard free workplace for their employees, fellow workers and the general public. As a minimum, the subcontractor's own safety plan shall incorporate the principals of the Vannoy Construction Site Specific Safety Plan.

Under our safety plans, all employees are required to remain constantly aware of their responsibility to work in a safe manner. Each subcontractor and their respective tiered subcontractors working on, or providing services to, the site have a contractual, legal and moral obligation to perform their work using safe methods and to comply with the Vannoy Construction Project Safety Plan, OSHA Standards, and all other Federal, State and Local Codes and Regulations where the safety measures, guidelines or plan is more stringent that is what is required.

WORKERS COMPENSATION EXPERIENCE MODIFICATION RATING (EMR) FOR LAST THREE YEARS:

2022: 0.93 | 2021: 0.83 | 2020: 0.76

DOES YOUR FIRM HAVE A WRITTEN HEALTH, SAFETY AND ENVIRONMENTAL PLAN?

Yes

HAS NC OSHA, FEDERAL OSHA, NCDENR, THE EPA OR ANY AIR QUALITY MANAGEMENT DISTRICT CITED YOUR FIRM OR THE OWNER ON A PROJECT WHERE YOU WERE ACTIVELY CONTRACTED IN THE PAST FIVE (5) YEARS? IF YES, ATTACHED A DESCRIPTION OF EACH CITATION. INCLUDE RELATED BACK CHARGES FROM OWNER IF APPLICABLE.

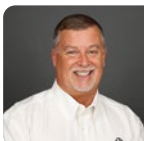
10/4/2017 – OSHA assessed us \$3,380.00 for failure to ensure our window washing subcontractor had fall protection, when working within close proximity of a retaining wall. An informal agreement was signed, corrective action was taken and the assessment reduced to \$1,755.00.

DOES YOUR COMPANY PARTICIPATE IN THE NCDOL CAROLINA STAR PROGRAM OR A SAFETY RELATED PROGRAM? IF SO, PROVIDE DETAILS.

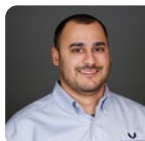
Subcontractors EMR for the past two (2) years above 1.0. Vannoy Construction takes consideration for future work with our firm is subject interim site specific safety planning developed by the sub and approved by Vannoy Management.

DO YOU HAVE A DEDICATED HOME OFFICE/SAFETY REPRESENTATIVE THAT VISITS/AUDITS PROJECTS? DESCRIBE AND NOTE REPORTING STRUCTURE.

Yes, Vannoy Construction employs two (2) full-time safety managers who regularly visit our active construction sites. In addition, project safety isn't just the on-site team. It includes the involvement and active participation of all employees to promote a safety mindset, which supports the recognition of unsafe acts, potential and actual hazards and the immediate corrective action to be taken.



Jerry Weaver
Safety Director



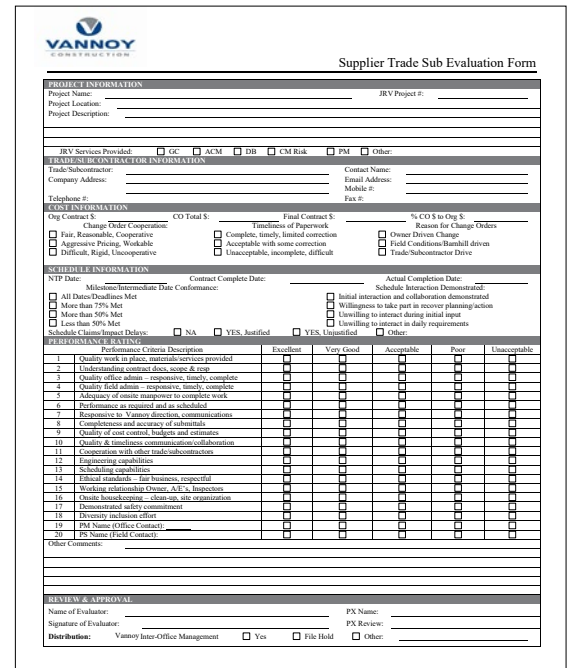
Sean Shockley
Safety Manager

DOES YOUR COMPANY HAVE STANDARD SAFETY PRE-QUALIFICATION REQUIREMENTS? IF SO, PLEASE DESCRIBE.

It is a goal for our team to provide a safe and healthy workplace on and off the project site. For us, health and safety will never be sacrificed for schedule, cost, production, or any other component of the work process. As such, Vannoy Construction will lead from the front to retain a stringent safety mindset to ensure health and safety remain the top priority for all involved in the project. Project safety isn't just the onsite team. It includes the involvement and active participation of all employees to promote a safety mindset that supports the recognition of unsafe acts, potential and actual hazards and the immediate corrective action to be taken. With this in mind, Vannoy Construction requires all subcontractors to complete a standard safety pre-qualification form before being allowed to propose any project to ensure that the highest levels of a safe project site are achieved.



Student/Staff safety & security is at the forefront of every decision we make while working on active campuses. In addition to the mandatory background checks prior to any trade contractor arriving on-site, we also implement another level of security. We require each subcontractor to attend a project specific orientation class. At that time each individual will be badged, which includes photo identification. A subcontractor will not be allowed in to the building without the Vannoy Construction issued badge. We find this as a useful tool to ensure our safety & security protocols are upheld throughout the duration of the project.



Supplier Trade Sub Evaluation Form

TRADE INFORMATION

Project Name: _____ RV Project #: _____
 Project Location: _____
 Project Description: _____

RV Services Provided: ☐ GC ☐ ACM ☐ DB ☐ CM Risk ☐ PM ☐ Other _____

Trade/Subcontractor: _____ Contact Name: _____
 Company Address: _____ Email Address: _____
 Telephone #: _____ Mobile #: _____
 Fax #: _____

PERFORMANCE INFORMATION

Orig Contract \$: _____ CO Total \$: _____ Final Contract \$: _____ % CO \$ to Orig \$: _____
☐ Change Order Completion ☐ Timeliness of Paperwork ☐ Reason for Change Orders
☐ Fair, Reasonable, Cooperative ☐ Complete, timely, limited correction ☐ Owner Drives Change
☐ Aggressive Pricing, Workable ☐ Acceptable with some correction ☐ Field Conditions/Handoff drives
☐ Difficult, Rigid, Uncooperative ☐ Unacceptable, incomplete, difficult ☐ Trade Subcontractor Drive

SCHEDULE INFORMATION

STP Date: _____ Contract Complete Date: _____ Actual Completion Date: _____
 Milestones/Intermediate Date Conformance: _____ Schedule Interaction Demonstrated: _____
☐ All Dates/Deadlines Met ☐ Initial interaction and collaboration demonstrated
☐ More than 75% Met ☐ Willingness to take part in recovery planning action
☐ More than 50% Met ☐ Willingness to interact during initial input
☐ Less than 50% Met ☐ Willingness to interact in daily requirements
 Schedule Change/Impact Delay: ☐ NA ☐ YES, justified ☐ YES, Unjustified ☐ Other _____

PERFORMANCE REVIEW

Performance Criteria Description	Excellent	Very Good	Acceptable	Poor	Unacceptable
1. Quality work in place; materials/services provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Understanding contract; ideas, scope & cost	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Quality office admin - responsive, timely, complete	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Quality field admin - responsive, timely, complete	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Adequacy of onsite manpower to complete work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Performance as measured and as scheduled	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Responsiveness to Vannoy direction, communications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Completeness and accuracy of submittals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Quality of cost control, budgets and estimates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Quality & timeliness communication/collaboration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Cooperation with other trade subcontractors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Engineering capabilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Scheduling capabilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Ethical conduct - fair business, respected	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Working relationship/Owner, A/E's, Inspectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Credit history/record - adequate, with documentation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Demonstrated safety commitment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Diversity inclusion effort	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. PM Name (Office Contact)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. PM Name (Field Contact)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other Comments: _____

REVIEW & APPROVAL

Name of Evaluator: _____ Signature of Evaluator: _____ Date: _____
 Distribution: ☐ Vannoy Inmate Office Management ☐ Yes ☐ File Hold ☐ Other: _____

Above is an example Subcontractor Evaluation Form that Vannoy Construction utilizes on projects.

Legal

DESCRIBE ANY CLAIMS, DISPUTED ENDING IN MEDIATION, ARBITRATION OR LITIGATION ASSOCIATED WITH ANY CURRENT PROJECT(S) IN THE PAST FIVE YEARS. ALSO NOTE ANY PROJECT(S) WHERE YOUR FIRM HAS BEEN TERMINATED.

Over the years Vannoy Construction has been involved in general project injury claims and property damage claims encountered through the course of a large scale business. These claims are handled by our general liability insurance carrier and were all settled without litigation. At no time has Vannoy ever been involved in any litigation against a client, designer, or subcontractor.

Vannoy Construction has never been terminated from any project.

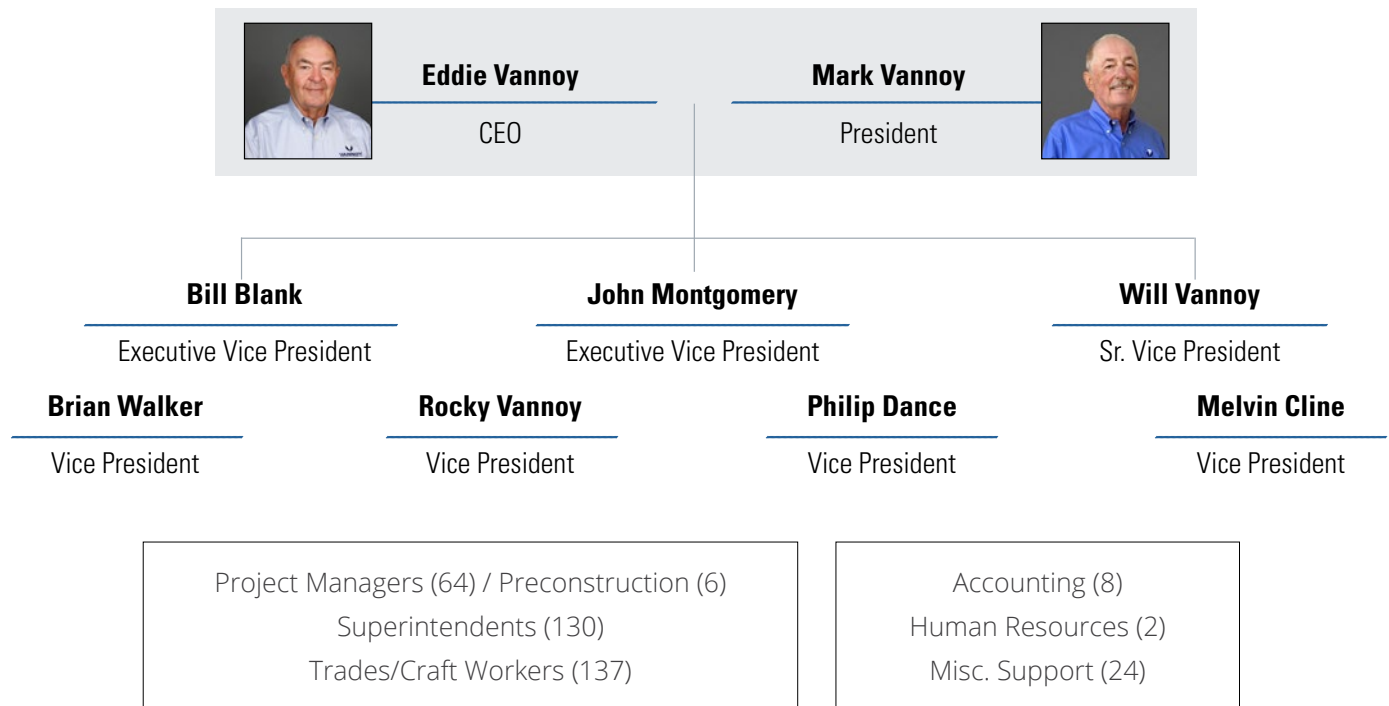
HAS YOUR FIRM OR ANY OF ITS OWNERS, OFFICERS, OR PARTNERS EVER BEEN FOUND LIABLE IN A CIVIL SUIT, FOUND GUILTY IN A CRIMINAL ACTION FOR MAKING ANY FALSE CLAIM OR MATERIAL MISREPRESENTATION FOR ANY PUBLIC AGENCY OR ENTITY, OR BEEN CONVICTED OF A CRIME INVOLVING ANY FEDERAL, STATE, OR LOCAL LAW RELATED TO CONSTRUCTION?

No

HAS YOUR FIRM OR ANY OF ITS OWNERS, OFFICERS OR PARTNERS EVER BEEN CONVICTED OF A FEDERAL OR STATE CRIME OF FRAUD, THEFT OR ANY OTHER ACT OF DISHONESTY?

No

| Current Organization and Structure of Business

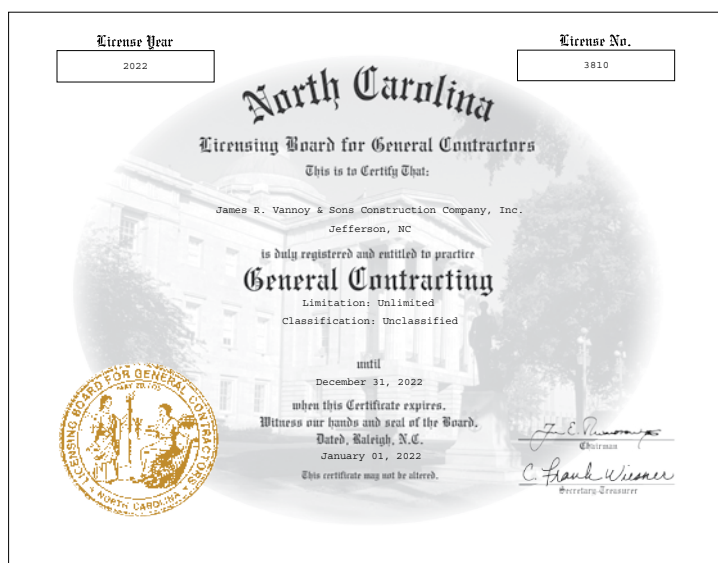


Organizational Structure: Corporation, formally incorporated on 1/4/1971

Years Providing CM at Risk: Over 30 years on CM at Risk work; and 12 year for Public Sector CM at Risk

Office Performing Work: Charlotte Office / Bill Blank, Executive VP (bill.bank@jrvannoy.com; 704.529.1912)

| Current Organization and Structure of Business



NC Contractors License

License Number: #3810

James R. Vannoy & Sons Construction Company, Inc.

Classification - Unclassified

Limitation - Unlimited

Date Issued: January 1, 2022

Expiration Date: December 31, 2022

Has the licensed ever been revoked or suspended?

No.

Has a complaint ever been filed with the Contractor's State Licensing Board against your company?

No

| Project Staffing

The team proposed for the Union County Public Schools (UCPS), East Elementary School project is comprised of industry experts in the delivery of complex, education projects. This specific team brings a wealth of knowledge along with strong, local subcontractor relationships, to ensure your project is well planned, competitively priced and executed smoothly, efficiently, on-time and on-budget.

 			Bill Blank <i>Executive Oversight</i>		Jon-Michael Broyles <i>Education Lead</i>
Erin Renwick <i>Project Lead</i>		Trevor Otlewski <i>Project Manager</i>		Britt Buchanan <i>Asst. Project Manager</i>	
	Mike Kesterson <i>Precon Manager</i>		Jim Downing <i>Precon Manager</i>		Mike Massey <i>Superintendent</i>
Jase Shoe <i>Superintendent</i>		Julia Tew <i>Superintendent</i>		Mike Faulks <i>Gen. Superintendent</i>	
	Jerry Weaver <i>Safety Director</i>		Sean Shockley <i>Safety Manager</i>		Neil Asher <i>Technology Manager</i>



BILL BLANK Executive Oversight

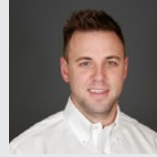
Years with Vannoy | 12 years
Time in Industry | 36 years

Education | B. S. Civil Engineering - The Ohio State University

Hendersonville High School Additions & Renovations
Hendersonville, NC
Size: 185,000 sf | Value: \$54,046,218 | Executive Oversight

Asheville City Schools, Asheville High School Historic Renovation
Asheville, NC
Size: 165,000 sf | Value: \$23,389,098 | Executive Oversight

Watauga High School
Boone, NC
Size: 300,000 sf | Value: \$62,261,331 | Executive Oversight



JON-MICHAEL BROYLES Education Lead

Years with Vannoy | 8 years
Time in Industry | 14 years

Education | B. S. Construction Management - East Carolina University

Winston-Salem/Forsyth County Schools, Wiley Magnet Middle School Interior Upfit & New Gym - Winston-Salem, NC
Size: 27,182 sf | Value: \$10,725,617 | Project Lead

Winston-Salem/Forsyth County Schools, North Forsyth High School Renovations - Winston-Salem, NC
Size: 98,601 sf | Value: \$18,887,483 | Project Lead

Wake Forest University, Miller Center Men's & Women's Locker Room Renovations - Winston-Salem, NC
Size: 19,073 sf | Value: \$5,735,236 | Project Lead



ERIN RENWICK Project Lead

Years with Vannoy | 8 years
Time in Industry | 20 years

Education | B. S. Interior Design - University of North Alabama

Hendersonville High School Additions & Renovations
Hendersonville, NC
Size: 185,000 sf | Value: \$54,046,218 | Project Manager

University of North Carolina Asheville, Owen Hall Addition & Renovation - Asheville, NC
Size: 61,200 sf | Value: \$16,314,879 | Project Manager

University of North Carolina Asheville, Delaney Hall Addition & Renovation - Asheville, NC
Size: 27,663 sf | Value: \$6,931,606 | Project Manager



TREVOR OTLEWSKI, LEED AP Project Manager

Years with Vannoy | 6 years
Time in Industry | 21 years

Education | M.S. Business Administration - University of South Florida

Queens University, Sarah Belk Gambrell Center for the Arts and Civic Engagement - Charlotte, NC
Size: 63,000 sf | Value: \$19,672,194 | Project Manager

Longleaf Elementary School
Odessa, FL (*work performed with previous firm*)
Size: 75,000 sf | Value: \$28,500,000 | Project Manager

Pasco Middle School Renovation & New Admin Building
Dade City, FL (*work performed with previous firm*)
Size: 108,000 sf | Value: \$42,300,000 | Project Manager



BRITT BUCHANAN Asst. Project Manager

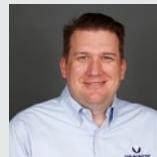
Years with Vannoy | 4 years
Time in Industry | 4 years

Education | B. S. Construction Management - Appalachian State University

Spartanburg Regional Healthcare System, Gibbs Cancer Center
Spartanburg, SC
Size: 27,182 sf | Value: \$10,725,617 | Asst. Project Manager

Appalachian Regional Healthcare System, Watauga Medical Center Hospital Expansion
Size: 123,046 sf | Value: \$94,684,317 | Asst. Project Manager

Spartanburg Regional Healthcare System, Pelham Medical Center Clinical Addition & Renovation - Spartanburg, SC
Size: 280,842 sf | Value: \$23,516,249 | Project Engineer



MIKE KESTERSON, LEED AP BD+C Precon Manager

Years with Vannoy | 19 years
Time in Industry | 19 years

Education | B. S. Construction Management - Appalachian State University

Hendersonville High School Additions & Renovations
Hendersonville, NC
Size: 185,000 sf | Value: \$54,046,218 | Precon Manager

Watauga High School
Boone, NC
Size: 300,000 sf | Value: \$62,261,331 | Precon Manager

Winston-Salem/Forsyth County Schools, Wiley Magnet Middle School Interior Upfit & New Gym - Winston-Salem, NC
Size: 27,182 sf | Value: \$10,725,617 | Precon Manager



JIM DOWNING, LEED AP BD+C Precon Manager

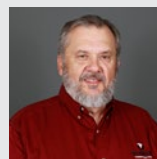
Years with Vannoy | 9 years
Time in Industry | 35 years

Education | B. S. Mechanical Engineering - Tulane University

Winston-Salem/Forsyth County Schools, Wiley Magnet Middle School Interior Upfit & New Gym - Winston-Salem, NC
Size: 27,182 sf | Value: \$10,725,617 | Precon Manager

Winston-Salem/Forsyth County Schools, Mt. Tabor Stadium Replacement & Additions - Winston-Salem, NC
Size: 10,000 sf | Value: \$3,429,606 | Project Director

Virginia Tech, Corps Leadership and Military Science Building & New Upper Quad North Residence Hall - Blacksburg, VA
Size: 121,928 sf | Value: \$,,72,609,888 | Project Director



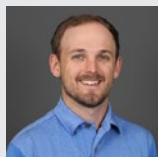
MIKE MASSEY Superintendent

Years with Vannoy | 4 years
Time in Industry | 40 years

Hendersonville High School Additions & Renovations
Hendersonville, NC
Size: 185,000 sf | Value: \$54,046,218 | Project Manager

Elon University, Academic Village
Burlington, NC (*work performed with previous firm*)
Size: 122,000 sf | Value: \$28,000,000 | Superintendent

The Riveter
Asheville, NC
Size: 25,000 sf | Value: \$5,380,090 | Superintendent



JASE SHOE Superintendent

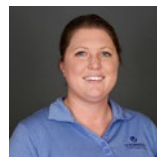
Years with Vannoy | 9 years
Time in Industry | 15 years

Education | B. S. Construction Management - UNC Charlotte

Queens University, Sarah Belk Gambrell Center for the Arts and Civic Engagement - Charlotte, NC
Size: 63,000 sf | Value: \$19,672,194 | Superintendent

Queens University, Albright Residence Hall Renovations
Charlotte, NC
Size: 35,000 sf | Value: \$3,699,838 | Superintendent

Bon Secours St. Francis Tower Modernization
Greenville, SC
Size: 85,840 sf | Value: \$27,769,230 | Superintendent



JULIA TEW Superintendent

Years with Vannoy | 7 years
Time in Industry | 15 years

Education | M.S. Historic Preservation - Clemson University

Cherokee Central Schools Addition & Renovations
Cherokee, NC
Size: 63,121 sf | Value: \$20,322,313 | Superintendent

Bon Secours St. Francis Tower Modernization
Greenville, SC
Size: 85,840 sf | Value: \$27,769,230 | Superintendent

Novant Health, Heart Vascular Institute and Cancer Center
Charlotte, NC
Size: 270,000 sf | Value: \$124,811,409 | Superintendent



MIKE FAULKS Gen. Superintendent

Years with Vannoy | 4 years
Time in Industry | 4 years

Hendersonville High School Additions & Renovations
Hendersonville, NC
Size: 185,000 sf | Value: \$54,046,218 | Project Manager

Winston-Salem/Forsyth County Schools, North Forsyth High School Renovations - Winston-Salem, NC
Size: 98,601 sf | Value: \$18,887,483 | Project Lead

Asheville City Schools, Asheville High School Historic Renovation
Asheville, NC
Size: 165,000 sf | Value: \$23,389,098 | Executive Oversight

**HONOR
HUMILITY
HOSPITALITY
HUSTLE**

| Construction Background, Experience and References

Winston-Salem/Forsyth County Schools, Wiley Magnet Middle School New Gym & Upfit - Winston-Salem, NC

Address: 1400 W. Northwest Blvd Winston-Salem, NC 27104

Date Completed: 10/18/2021

Staff: Bill Blank (Exec) , Jon-Michael Broyles (SPM), Victor McBryde (PM) , DeJuan Jernigan (Super), Cameron Linde (Super)

Architect: West & Stem Architects | 5455 Bethania Rd Winston-Salem, NC 27106 | Benjamin ZumMallen - Project Architect | t: 336.923.2377

Owner Rep: Winston-Salem/Forsyth County Schools | P.O. Box 2513 Winston-Salem, NC 27102 | Nick Seeba - Director of Construction & Facilities | t: 336.727.2816

Type of Project: Addition, Renovation, Education

GMP Contact Amount: \$10,725,617

CM Fee %**

CM General Conditions as % of Work**

Final Cost of Project: \$9,169,520

Original Contract Time: 540 days

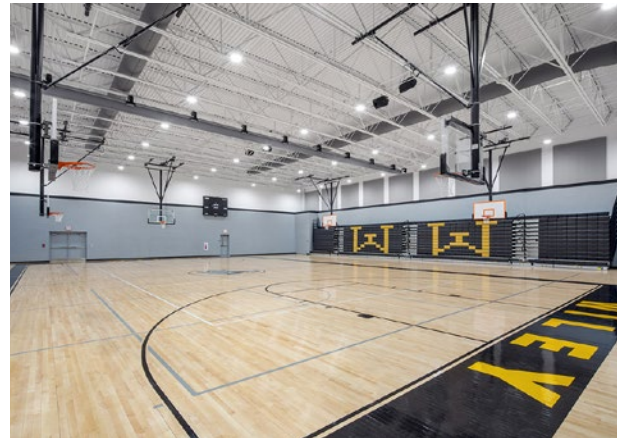
Authorized Time Extensions: 0 days

Final Contract Time: 529

Duration from Substantial Completion to Closeout: 48 days

Original MWSBE %: 15%

MWSBE % at Completion: 46%



Winston-Salem/Forsyth County Schools, North Forsyth High School Renovations - Winston-Salem, NC

Address: 5705 Shattalon Dr Winston-Salem, NC 27105

Date Completed: 03/26/2023 (*scheduled*)

Staff: Bill Blank (Exec), Jon-Michael Broyles, (SPM) Victor McBryde (PM), Sam VanAlstyne (Super)

Architect: DLR Group | 1213 W. Morehead St Ste. 210 Charlotte, NC 28208 | Brad Crofts - Principal | t: 704.612.2152

Owner Rep: Winston-Salem/Forsyth County Schools | P.O. Box 2513 Winston-Salem, NC 27102 | Nick Seena - Director of Construction & Facilities | t: 336.727.2816

Type of Project: Renovation, Education

GMP Contact Amount: \$18,887,483

CM Fee %**

CM General Conditions as % of Work**

Final Cost of Project: TBD Under Construction

Original Contract Time: 608 days

Authorized Time Extensions: 0 days

Final Contract Time: TBD Under Construction

Duration from Substantial Completion to Closeout: TBD Under Construction

Original MWSBE %: 15%

MWSBE % at Completion: 42%



***Requested information regarding the CM Fee and CM General Conditions % shall be provided confidentially if selected for projects.*

Hendersonville High School - Hendersonville, NC

Address: 1 Bearcat Blvd, Hendersonville, NC 28792

Date Completed: 07/22/2022

Staff: Bill Blank (Exec), Brian Walker (Exec), Erin Renwick (PM), Mike Massey (Super), Kent Calvert (Gen. Super)

Architect: LS3P Associates, Ltd. | 190 Coxe Ave. Asheville, NC 28801 | Maggie Carnevale - Asheville Office Leader | t: 828.712.8525

Owner Rep: Henderson County | 100 N. King St. Hendersonville, NC 28792 | John Mitchell - County Manager | t: 828.553.2857

Type of Project: New Construction, Renovation, Education

GMP Contact Amount: \$54,000,000

CM Fee %**

CM General Conditions as % of Work**

Final Cost of Project: \$54,046,218

Original Contract Time: 1,304 days

Authorized Time Extensions: 0 days

Final Contract Time: 928 days

Duration from Substantial Completion to Closeout: TBD Currently Completing Closeout

Original MWSBE %: 10%

MWSBE % at Completion: 13%



Asheville City Schools, Asheville High School Historic Renovation - Asheville, NC

Address: 419 McDowell St, Asheville, NC 28803

Date Completed: 05/01/2019

Staff: Bill Blank (Exec), Brian Walker (Exec), TJ Hollars (SPM), Mike Kesterson (Precon), Tim Boughter (Super)

Architect: LS3P Associates, Ltd. | 190 Coxe Ave. Asheville, NC 28801 | Scott Donald - Principal/Sector Leader | t: 828.215.6551

Owner Rep: Buncombe County | 800 College St Ste. 300 Asheville, NC 28801 | Mike Mace - General Services Director | t: 828.250.4100

Type of Project: Renovation, Education

GMP Contact Amount: \$25,000,000

CM Fee %**

CM General Conditions as % of Work**

Final Cost of Project: \$23,389,098

Original Contract Time: 730 days

Authorized Time Extensions: 0 days

Final Contract Time: 689 days

Duration from Substantial Completion to Closeout: 60 days

Original MWSBE %: 10%

MWSBE % at Completion: 9%



***Requested information regarding the CM Fee and CM General Conditions % shall be provided confidentially if selected for projects.*

Watauga High School - Boone, NC

Address: 400 High School Dr. Boone, NC 28607

Date Completed: 06/15/2010

Staff: Bill Blank (Exec), Mike Kesterson (PM/Precon), Alvin Cody (Super)

Architect: SFL+A | 333 Fayetteville St Ste 225 Raleigh, NC 27601 | Jennifer Sisak, Director-Raleigh-Durham | t: 919.573.6350

Owner Rep: Watauga County | 814 W. King St Ste 205 Boone, NC 28607 | Deron Geouque - Watauga County Administrator | t: 828.265.8000

Type of Project: New construction, Education

GMP Contact Amount: \$61,000,000

CM Fee %**

CM General Conditions as % of Work**

Final Cost of Project: \$62,261,331

Original Contract Time: 754 days

Authorized Time Extensions: 14 days

Final Contract Time: 768 days

Duration from Substantial Completion to Closeout: 60 days

Original MWSBE %: 10%

MWSBE % at Completion: 15%



Cherokee Central Schools Renovations & Additions - Cherokee, NC

Address: 86 Elk Crossing Ln Cherokee, NC 28719

Date Completed: 06/23/2023 (*scheduled*)

Staff: Bill Blank (Exec), Brian Walker (Lead), TJ Hollars (SPM), Gabby Romano (Super), Julia Tew (Super)

Architect: LS3P Associates, Ltd. | 190 Coxe Ave. Asheville, NC 28801 | Scott Donald - Principal/Sector Leader | t: 828.215.6551

Owner Rep: Cherokee Central Schools | 86 Elk Crossing Ln Cherokee, NC 28719 | Yona Wade - Director of Community Affairs | t: 828.554.5032

Type of Project: New Construction, Renovation, Education

GMP Contact Amount: \$20,322,313

CM Fee %**

CM General Conditions as % of Work**

Final Cost of Project: TBD Under Construction (*currently tracking 2.8% under budget*)

Original Contract Time: 1,054 days

Authorized Time Extensions: 0 days

Final Contract Time: TBD Under Construction

Duration from Substantial Completion to Closeout: TBD Under Construction

Original MWSBE %: TERO is Tracked on EBCI Projects - 17%

MWSBE % at Completion: TBD Under Construction



***Requested information regarding the CM Fee and CM General Conditions % shall be provided confidentially if selected for projects.*

Buncombe County Schools, Estes Elementary School Addition & Renovation - Asheville, NC

Address: 275 Overlook Rd Asheville, NC 28803

Date Completed: 01/14/2022

Staff: Bill Blank (Exec), Brian Walker (Exec), TJ Hollars (SPM), Hunter Gantt (PM), Jeremy Whisnant (Super)

Architect: LS3P Associates, Ltd. | 190 Coxe Ave. Asheville, NC 28801 | Maggie Carnevale - Asheville Office Leader | t: 828.712.8525

Owner Rep: Buncombe County Schools | 175 Bingham Rd Asheville, NC 28806 | Tim Fierle - Director Facilities and Planning | t: 828.254.1963

Type of Project: Renovation, Education

GMP Contact Amount: \$1,690,720

CM Fee %**

CM General Conditions as % of Work**

Final Cost of Project: \$1,708,769 (*owner added scope*)

Original Contract Time: 227 days

Authorized Time Extensions: 0 days

Final Contract Time: 205 days

Duration from Substantial Completion to Closeout: 48 days

Original MWSBE %: 10%

MWSBE % at Completion: 12%



Greenville County Schools, Robert E. Cashion Elementary School, Additions - Greenville, SC

Address: 1500 Fork Shoals Rd Greenville, SC 29605

Date Completed: 08/08/2022

Staff: Bill Blank (Exec), Brian Walker (Exec), Philip Dance (Exec), Mitchell West (SPM), George Brown (Super)

Architect: McMillan Pazdan Smith | 127 Dunbar St Spartanburg, SC 29306 | Michael Chewning - Principal-K12 Director | t: 864.585.5678

Owner Rep: Greenville County Schools | 301 E. Camperdown Way Greenville, SC 29601 | Jamie Benton - Director of School Facilities | t: 864.355.7788

Type of Project: New Construction, Renovation, Education

GMP Contact Amount: \$9,671,782

CM Fee %**

CM General Conditions as % of Work**

Final Cost of Project: \$10,026,736

Original Contract Time: 426 days

Authorized Time Extensions: 0 days

Final Contract Time: 426 days

Duration from Substantial Completion to Closeout: TBD Currently in Closeout

Original MWSBE %: Not Tracked

MWSBE % at Completion: Not Tracked



***Requested information regarding the CM Fee and CM General Conditions % shall be provided confidentially if selected for projects.*

CLIENT REFERENCES



Winston-Salem/Forsyth County Schools

Nick Seeba
Director of Construction & Facilities
P.O. Box 2513 Winston-Salem, NC 27102

Phone: 336.727.2816

Email: njseeba@wsfcs.k12.nc.us

Project / Services Provided:
North Forsyth High School Renovations /
Preconstruction and Construction



Henderson County Public Schools

John Bryant
Assistant Superintendent
414 4th Ave W. Hendersonville, NC 28739

Phone: 828.551.4326

Email: jmbryant@hcpsnc.org

Project / Services Provided:
Hendersonville High School Addition/
Renovation / Preconstruction and
Construction



Buncombe County

Mike Mace
General Services Director
200 College St Ste. 300 Asheville, NC 28801

Phone: 828.250.4100

Email: michael.mace@
buncombecounty.org

Project / Services Provided:
Asheville High School Renovations /
Preconstruction and Construction



*Many of our proposed team members are
finishing up over \$60M of work with BSSF*

Bon Secours St. Francis Health System, Inc.

Karen Schwartz (**FHS Class of 1977**)
Vice President, Operations
190 St. Francis Dr. Greenville, SC 29601

Phone: 864.449.8595

Email: karen_schwartz@bshsi.org

Project / Services Provided:
BSSF Tower Modernization /
Preconstruction and Construction



LS3P Associates, Ltd.

Maggie Carnevale
Asheville Office Leader
196 Coxe Ave. Asheville, NC 28801

Phone: 828.712.8525

Email: maggiecarnevale@ls3p.com

Project / Services Provided:
Hendersonville High School Addition/
Renovation / Design, Preconstruction
and Construction

| K-12 Experience

Vannoy Construction is extremely well-versed in K-12 projects. We have completed or are in progress of completing over 3,100,000 sf of new and renovated facilities. The following is a list of our K-12 projects (* Indicates projects performed on an active school campus; over 70%):

Asheville City Schools

- *Asheville High School Restoration/Renovation
- *Montford North Star Academy Renovations
- *Ira B. Jones Elementary School Renovations
- *Asheville City Schools Capital Improvements

Alleghany County Schools

- *Sparta Elementary Addition
- *Sparta Elementary Renovation

Ashe County Schools

- *Ashe County High Schools Additions
- West Jefferson Elementary - New
- Mountain View Elementary - New
- Ashe County High School - New
- Westwood Elementary
- *Westwood Elementary Addition
- *Westwood Elementary Renovation
- *Ashe County Middle School Addition
- *Ashe County Middle School Renovation

Avery County Schools

- Bethel Elementary
- *Avery County Elementary Renovations
- Cloudland Elementary

Buncombe County Schools

- William W. Estes Elementary School Addition/Renovation
- Glen Arden Elementary School - Replacement

Cabarrus County Schools

- Winecoff Elementary

Carroll County Schools

- Hillsville High School

Cherokee Central Schools

- *Cherokee Central Schools Expansion

Elkin City Schools

- Elkin High School Gymnasium Addition/Renovation

Grayson County Public Schools

- Grayson Highlands School - New
- *Galax High School Renovations

Guilford County Schools

- *Southeast Guilford Middle & High School Expansion

Henderson County Schools

- *Hendersonville High School – Replacement and Renovation

Mitchell County Schools

- Mitchell County Middle School - New
- *Greenlee Primary School - Addition

Transylvania County Schools

- *Brevard High School - Addition & Renovations
- *Rosman Middle & High School - Addition & Renovations

Watauga County Schools

- *Watauga High School Renovation
- New Watauga High School - New

Wilkes County Schools

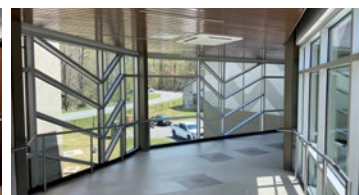
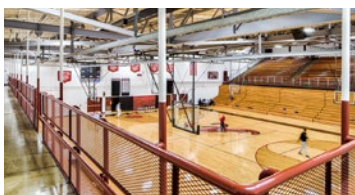
- *Millers Creek School Renovation
- *Six School Additions
- North Wilkes Middle School
- East Wilkes Middle School
- *North Wilkes High School - Replacement
- *East Wilkes High School - Replacement
- *Mountain View School Renovation
- *CC Wright Elementary Renovation

Winston-Salem/Forsyth County Schools

- Wiley Magnet Middle School Addition/Renovation
- Mt. Tabor High School Addition/Renovation
- North Forsyth High School Addition/Renovation

Yadkin County Schools

- *Starmount High School Addition and Renovation
- *Forbush High School Addition and Renovation



| Years Providing CM at Risk Services

Vannoy Construction has over 30 years of experience providing CM at Risk services. Approximately 90% of Vannoy's revenue is through Construction Manager at Risk projects. Below is a sampling of education sector clients that we have performed CM at Risk projects with.



★ Successfully completed Client's First CM at Risk Project, or are currently assisting them through their first CM at Risk project.

| Vannoy Construction + LS3P Associates, Ltd.

HENDERSONVILLE HIGH SCHOOL



WILKES COMMUNITY COLLEGE - ASHE CAMPUS
CLASSROOM & LAB BUILDING



MOUNTAIN AREA HEALTH EDUCATION CENTER (MAHEC)



WILKES COMMUNITY COLLEGE HEALTH SCIENCES CENTER



Past Collaborations:

1. Hendersonville High School
2. Wilkes Community College - Ashe Campus Classroom & Lab Building
3. Wilkes Community College Health Sciences Center
4. Mountain Area Health Education Center Building #4
5. Appalachian State University - Sanford Hall Renovation and Modernization
6. Appalachian State University - Howard Street Hall
7. Queen's University, Albright Residence Hall Renovation
8. Blowing Rock Country Club Addition
9. Electrolux IT Expansion
10. Ballantyne Resort Overlook Rook Renovation
11. Freedom House South End
12. Freedom House Lake Norman
13. Publix at Chapin Crossing
14. Samaritan's Purse, Broadcast

FREEDOM HOUSE SOUTHEAST

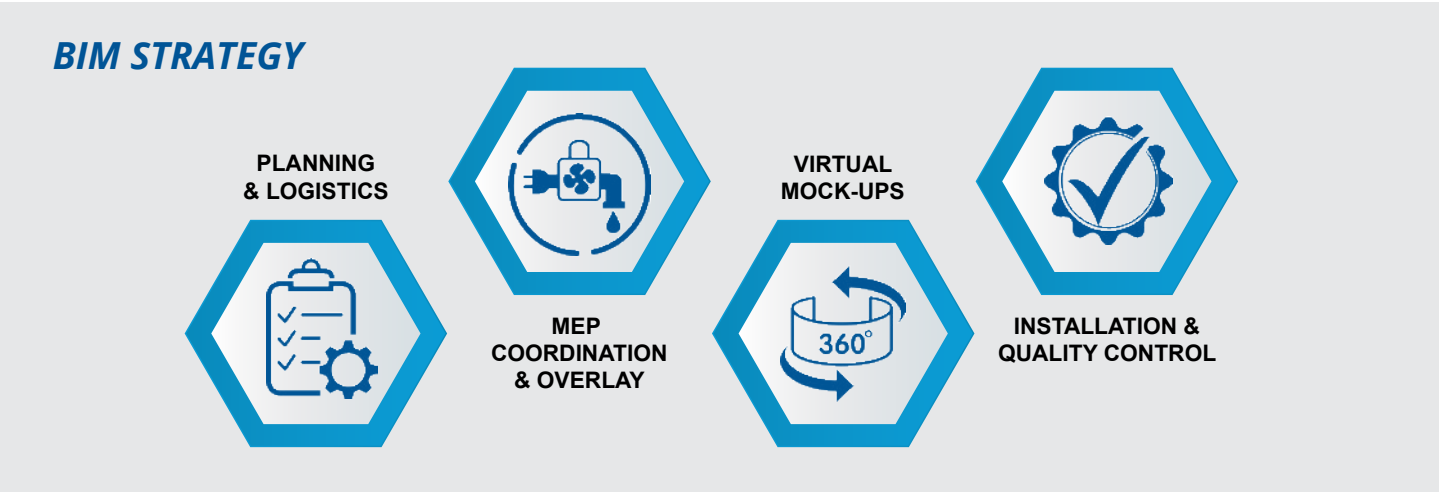


APPALACHIAN STATE UNIVERSITY -
SANFORD HALL



BIM EXPERIENCE

Vannoy Construction uses Building Information Modeling (BIM) extensively throughout the life of a project. Training, new initiatives and fine tuning our use of BIM is led by our BIM/Technology manager, Neil Asher. Neil has been an integral part in keeping our staff on the cutting edge and allowing our projects, clients and other stakeholders to benefit. It is truly amazing the advantages from a budget, quality and schedule perspective that this technology continues to bring to our industry.



Current & Completed BIM Projects

- Blue Ridge Community College, Patton Building
- University of North Carolina-Asheville, Owen Hall & Carmichael Hall Renovation
- Virginia Tech, Corps Leadership and Military Science Building
- Virginia Tech, New Upper Quad Residence Hall
- Western Carolina University, Lower Campus Residence Hall
- Western Carolina University, Upper Campus Residence Hall
- Appalachian Regional Healthcare System, Watauga Medical Center New CEP & Renovations
- Appalachian Regional Healthcare System, Watauga Medical Center Hospital Expansion
- Atrium Health, Mountain Island Free Standing Emergency Department
- Bon Secours St. Francis, Emergency Department Addition
- Mission Health, McDowell Replacement Hospital
- Novant Health, Charlotte Orthopedic Hospital
- Novant Health, Forsyth Medical Center Central Chiller Plant
- Novant Health, Forsyth Medical Center Critical Care Tower
- Novant Health, Heart Vascular Institute and Cancer Institute
- Novant Health, Huntersville Medical Center Bed Expansion
- Novant Health, Matthews Medical Center Bed Tower Expansion
- Novant Health, Mint Hill Medical Center
- Spartanburg Regional Healthcare System, Pelham Medical Center Clinical Additions & Renovation

APPROACH TO QUALITY

It is our responsibility as the construction manager to ensure quality not only during design, but also in construction. The most important decisions regarding overall quality are made during the design and planning stages. It is during these times that decisions around component configurations, material specifications and performance requirements are made.

Once the Quality Control Plan has been effectively communicated, it is up to our team to perform quality reviews at three critical stages: (1) pre-installation, (2) during the installation process, and (3) at activity completion. While construction is ongoing, we conduct regular quality control inspections. During these inspections, we review the project site as a whole, document any scope items that are in need of correction, and act immediately.

Our Project Manager, Trevor Otlewski, and Superintendent, Mike Massey, will be in charge of quality assurance from preconstruction through closeout.



Vannoy Construction Quality Control components allow our team to quickly realize and successfully fulfill all stated quality expectations to exceed your goals.

APPROACH TO COLLABORATION WITH THE OWNER & DESIGN TEAM

The successful completion of any project is dependent upon communication and sound management of people, subcontractors, suppliers, cost and schedule. Our management plan calls for the earliest possible collaboration with UCPS, the architect, and the balance of the design team to envision the project and define goals together. Through this, we establish a customized plan to ensure your success. In our role as construction manager, we draw on the foundation of expertise, leadership, and partnership to organize and lead the team to successful completion. From preconstruction through construction, Erin Renwick, Project Lead, will be on board to ensure consistency and efficiency.


VANNOY
CONSTRUCTION

60 DAY PROMISE: Setting a Good Tone

Our 60-Day Promise(s):

- Hit the Ground Running
- Pull Planning Session/Schedule Priorities
- Finalize Procurement of Long Lead Items
- Budget Review
- Baseline Estimate
- Create Sub List
- Establish Detailed Preconstruction Schedule

Why Our 60-Day Promise?

- Create Accountability
- Create Teamwork and Camaraderie
- Communication is Priority
- Deliver Operational Excellence and Customer Service Excellence at all Times!



REVIEW AND APPROVAL OF SUBCONTRACTOR SUBMITTALS/RFIS

Procore | When RFIs and/or submittals/shop drawings are received from a subcontractor/vendor it is immediately logged into our system and reviewed. We will check that the RFI is valid and, in the case of a submittal/shop drawing, that it is complete and accurate. If there are any doubts or questions that remain, we will call the appropriate team member before wasting anyone's time responding to an unnecessary document.



In-Wall Completion Color Coding | Our team works with the subcontractors and distributes a certain color per sub. The color is sprayed on studs and notifies final inspection is ready before installing drywall and after final inspection, Vannoy sprays white. Lastly, MultiVista takes photos of the in-wall rough-in and sprays pink.

EXPERIENCE IN SUCCESSFUL COMPLETION OF COMMISSIONING PROCESS 30 DAYS OUT

Laying the foundation for a successful commissioning process starts well before final testing begins onsite. As the CM, we will work with UCPS & their selected Commissioning Agent during the preconstruction phase of the project to develop a clearly defined scope of work to ensure we are meeting the expectations & requirements laid out by UCPS. The commissioning scope will be communicated to trade partners through our detailed bid packages that will be developed and issued during the subcontractor bidding process.

Once MEP trade contractors have been selected a project kick-off meeting will be scheduled with UCPS, the Commissioning Agent, the design team Engineers & selected MEP contractors to review the commissioning scope of work in detail & develop clearly defined milestones related to quality control, site observation & pre-testing. We will have a dedicated superintendent overseeing the installation of MEP systems to ensure specification conformity, accuracy & quality. We will be prepared for routine site visits with the design team engineers to observe current conditions & have corrective measures in place as potential issues arise.

As we get closer to substantial completion of the project we'll work through a detailed pre-test of all systems prior to the arrival of the commissioning agent. As issues are discovered they will be corrected, documented & issued to the design team & commissioning agent for record. We'll reference this list as final testing is taking place.

Being proactive in our approach & communicating clearly defined scope & expectations to all parties involved will result in efficient & effective final testing prior to the completion of the project. This process will ensure the project is turned over on time & will provide UCPS with a higher quality product that can be trusted as the facility is occupied.

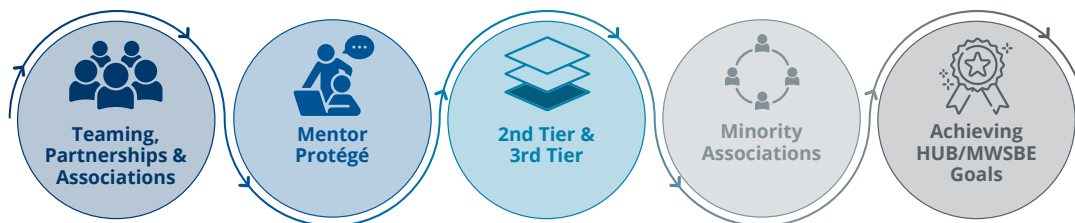
PRECONSTRUCTION SERVICES Review project documents and submittals and host coordination meetings with Novant Health, Vannoy Construction, and the Design Team.

CONSTRUCTION SERVICES Systems inspections during installation and startup of equipment. This included systems ranging from Pipe / Duct, Ventilation systems, Cooling Systems, Heating Hot Water systems, Plumbing systems, Controls, Electrical, Fire Alarm, and Fire Protection Systems.

CLOSEOUT SERVICES Test & balancing, final equipment testing & checks, assistance with owner training and building turnover, seasonal testing, and warranty period review.

MWSBE PROGRAM AND APPROACH. RESPONDENTS SHALL COMPLY WITH UCPS'S MWSBE PROGRAM BY MAKING A GOOD FAITH EFFORT TO UTILIZE MWSBE FIRMS. DESCRIBE HOW YOUR FIRM WILL ADDRESS THE MWSBE OBJECTIVES.

Vannoy Construction has completed numerous public projects over the last 5 years while ensuring that MWSBE objectives were achieved and/or exceeded on every project. Whether State, County or local requirements, we have worked tirelessly while following guidelines to achieve a good faith effort, however, it may defined. As is outlined in our MWSBE approach, the UCPS Good Faith Efforts mirror each other therefore we feel confident in setting a 10% MWSBE participation goal for the East Elementary School project. *Please see example MWSBE Affidavit from a previous project on the following page.*



Participation Outreach

WS/FCS Wiley Magnet Middle School MWBE: 15% Local: 46%	WS/FCS North Forsyth High School MWBE: 15% Local: 42%	WS/FCS Mt. Tabor High Stadium Replacement MWBE: 10% Local: 36%	Watauga High School New Construction MWBE: 10% Local: 15%
---	--	---	--



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

Identification of HUB Certified/ Minority Business Participation

I, Vannoy Construction
(Name of Bidder)

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

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)
L.T. Hedrick Construction Company Inc. 5930 East Old US HWY 64 Lexington, NC 27292 - 336-746-5115	Sitework	F	Yes
A&D Enterprises Inc. 2975 Motsinger Rd. Winston Salem, NC 27107 - 336-769-2924			
JEA Transport 2770 Timber Cove Ln, Winston Salem, NC 27127 - 336-788-4326	Hauling	H	Yes
PCM Construction Inc. 111 W Main St, Jonesville, NC 28642 - 336-527-4536	Concrete	H	Yes
Davidson Door & Sash 1358 Piedmont Dr, Lexington, NC 27295 - 336-249-0276	Glass & Glazing	F	Yes
AOA Signs, Inc. 214 E. Cherry St, Yadkinville, NC 27055 - 336-679-3344	Signage	F	Yes
Greensboro Plumbing Supply 1938 Vargrave St, Winston Salem, NC 27127 - 336-721-0281	Supplier	B	Yes
BECO 3919 Reynolda Rd, Winston Salem, NC 27106 - 336-722-2326	Electrical	F	Yes

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

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

The total value of minority business contracting will be (\$) 1,161,496.00.

MBForms 2002-Revised July 2010



| Surety Letter



Stephen S. Knox

Account Executive Director
Bond and Financial Products
Construction Services, Durham
(919) 474-4803
(919) 474-4817 (fax)

4505 Emperor Blvd., Suite 210
Durham, NC 27703

September 20, 2022

Penny Helms
UCPS Facilities Department
201 Venus Street
Monroe, NC 28112

RE: James R. Vannoy & Sons Construction Co., Inc.
Re: RFQ-CMAR, Union County Public Schools-East Elementary School

Dear Ms. Helms:

We understand that James R. Vannoy & Sons Construction Co., Inc is being considered for the above captioned project. Please be advised that Travelers Casualty and Surety Company of America (herein after referred to as "Travelers") have handled all of the bonding requirements for James R. Vannoy & Sons Construction Co., Inc. for 30+ years. We have confidence in the financial and operations strength of the firm, and are a strong supporter of their total work program. James R. Vannoy & Sons Construction Co., Inc. has a surety program with Travelers for single projects up to \$150,000,000 and supporting backlogs approaching \$750,000,000. We are pleased that James R. Vannoy & Sons Construction Co., Inc. is pursuing the above referenced project and we recommend them to you as one of the outstanding contractors in the country.

James R. Vannoy & Sons Construction Co., Inc. has the ability to provide Performance and Payment Bonds for this project should they be selected. Naturally, as is customary within the surety industry, the issuance of any bid or final bonds is always contingent upon a satisfactory underwriting review at the time a request for bonds is made. This review may include, but not be limited to, acceptable terms, conditions, documents, bond forms and confirmation of an acceptable financing source and payment provisions. It should be understood that any arrangement for surety bonds is a matter strictly between James R. Vannoy & Sons Construction Co., Inc. and Travelers. We assume no liability to third parties or to you by issuance of this letter.

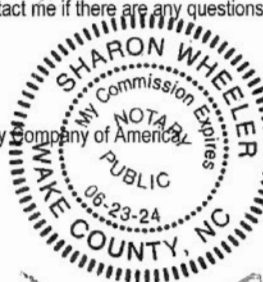
Travelers Casualty and Surety Company of America is licensed to do business in the State of North Carolina. Travelers Casualty and Surety Company of America is listed in the Department of Treasury's Listing of Approved Sureties (Department Circular 570) and holds an A++ (Superior) rating by A.M. Best with a Financial Size Category XV by A.M. Best.

Please do not hesitate to contact me if there are any questions or if I may be of further assistance.

Sincerely,

Travelers Casualty and Surety Company of America

Stephen S. Knox



Signed and sealed before me this 20th day
of September, 2022

Sharon Wheeler

My Commission Expires: June 23, 2024

PROVIDE PORPOSERS BONDING COMPANY /SURETY INFORMATION

Bonding Company: Travelers Casualty and Surety Company of America

Agent: Stephen Knox

Bonding Capacity (total): \$150,000,000 Single Job / \$750,000,000 Aggregate

Available Bonding Capacity (as of 09/16/2022): \$300,000,000

Rating: A++ (Superior) Rating

Financial Size Category: XV

Vannoy Construction has used Travelers Insurance/Millers Insurance as our Bonding/Surety Agent for the past 30+ years.

If required, please contact Wilma Mikeal, Controller, for our latest audited financial statements at 336-846-7191 or wilma.mikeal@jrvannoy.com

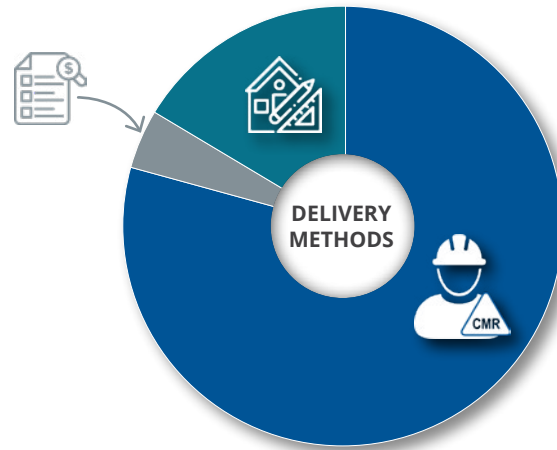
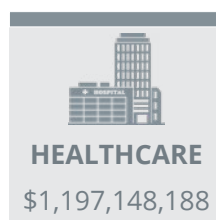
WORKLOAD AND CAPACITY

Annual Revenue over the last Five (5) Years:

































VANNOY CONSTRUCTION	Year	# of Projects	\$ Value
	2021	330	\$661,000,000
	2020	300	\$598,600,000
	2019	370	\$579,079,435
	2018	237	\$421,400,000
	2017	258	\$558,516,976

Ratio of Revenues & Projects Completed by Proposing Office:

Shown below are two diagrams representing projects completed in the past five (5) years over \$5M and their delivery method.



LIST OF CURRENTLY COMMITTED CM AT RISK PUBLIC PROJECTS IN NORTH CAROLINA

 Western Carolina University, Lower Campus Residence Hall - Cullowhee, NC <hr/> Value: \$20M End Date: 10/2022 	 Cabarrus County Emergency Medical Services Headquarters - Concord, NC <hr/> Value: \$17M End Date: 12/2022 	 Mecklenburg County Community Resource Center Northeast - Charlotte, NC <hr/> Value: \$42M End Date: 02/2023 	 Eastern Band of Cherokee Indians, Speakers Bureau - Cherokee, NC <hr/> Value: \$10M End Date: 03/2023 
 Winston-Salem/Forsyth County Schools North Forsyth High School Renovations - Winston-Salem, NC <hr/> Value: \$19M End Date: 03/2023 	 Eastern Band of Cherokee Indians, Tribal Food Distribution Center Relocation & Addition - Cherokee, NC <hr/> Value: \$9M End Date: 06/2023 	 Cherokee Central Schools Renovations & Additions - Cherokee, NC <hr/> Value: \$20M End Date: 06/2023 	 Asheville-Buncombe Technical College, FY 22 - Asheville, NC <hr/> Value: \$5M End Date: 10/2023 
 Wilkes County Emergency Medical Services Headquarters - Wilkesboro, NC <hr/> Value: \$12M End Date: 10/2023 	 Appalachian State University, Edwin Duncan Hall & Walker College of Business Additions & Renovation - Boone, NC <hr/> Value: \$45M End Date: 10/2024 	 Western Carolina University, Moore Hall Renovations - Cullowhee, NC <hr/> Value: \$30M End Date: 12/2024 	 Eastern Band of Cherokee Indians, Junaluska Cultural Complex - Cherokee, NC <hr/> Value: \$35M End Date: 12/2024 
 Mitchell County Schools, Greenlee Primary School - Spruce Pine, NC & Mitchell Middle School - Bakersville, NC <hr/> Value: \$45M End Date: 12/2024 	 Transylvania County Schools Brevard and Rosman High School - Brevard, NC <hr/> Value: \$61M End Date: 04/2025 	 Ashe County New Middle School - Jefferson, NC <hr/> Value: \$51M End Date: 07/2025 	 Mecklenburg County Community Resource Center Southwest - Charlotte, NC <hr/> Value: \$125M End Date: 10/2025 



www.jrvannoy.com

Jefferson | Charlotte | Winston-Salem | Asheville | Anderson | Charleston | Greenville
Honor | Humility | Hospitality | Hustle



UNION COUNTY PUBLIC SCHOOLS

East Elementary School

Forest Hills High School

presented by  **VANNOY**
CONSTRUCTION

WHO WE ARE



NC Privately Owned, Family Company

30

Years Providing CM at Risk Services

18

NC Counties Served (13 with K-12 projects)



HONOR

Code by which we live and work

HUMILITY

Doing what is right for our Clients and projects

HOSPITALITY

Creating long-standing relationships

HUSTLE

What it takes to get the job done



INTRODUCTION



UCPS

YOUR PROJECT | East Elementary School



Close Proximity of Learning & Construction Environments

Collaborative Team Effort with School Administration

Safety at Pivotal Times (carpool bus, recess)

Environmental Control (fumes, dust, equipment emissions)

Capitalize on Scope Progress during Summers/Holidays

Engage the Kids – *Make it Fun!*

Delivery Requirements within CM at Risk:

- Safety & Security
- Site Control – Daily Communication
- Maintain All Interim Milestones – Good Planning, Keep To It!

YOUR PROJECT | Forest Hills High School



UCPS



Large Scale Project

Procurement Challenges

Subcontractor Risk

Delivery Challenges of Bid Process:

- Procurement Delays
- Subcontractor Financial Stability
- Local / MWBE Goals at Risk

CASE STUDY | HCPS Hendersonville High School Addition & Renovations



CASE STUDY



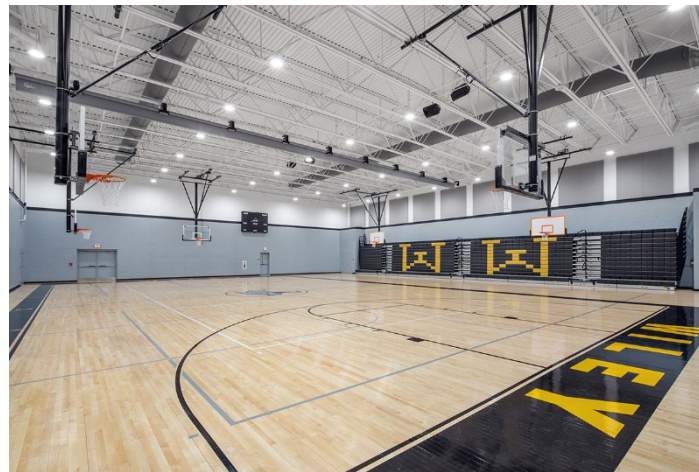
LS3P



CASE STUDY | WS/FCS Wiley Middle School Interior Upfits & Gym Addition



CASE STUDY



YOUR PROJECT | Our Promise to You



OUR PROMISE



30 DAY PROMISE: Setting a Good Tone

Our 30-Day Promise(s):

- Hit the Ground Running
- Pull Planning Session/Schedule Priorities
- Develop Bid Packages
- Budget Review
- Phasing & Safety Planning

Why Our 30-Day Promise?

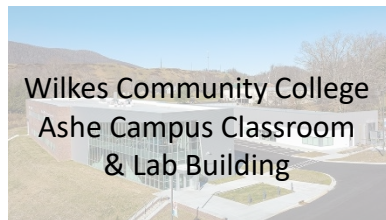
- Create Accountability
- Create Teamwork and Camaraderie
- Communication is Priority
- Deliver Operational Excellence and Customer Service Excellence at all Times!



THE TEAM!



LS3P COLLABORATIONS





CM AT RISK EXPERIENCE



CM AT RISK

PUBLIC SECTOR CM AT RISK CLIENTS



Successfully completed Client's First CM at Risk, or are currently assisting them through their First CM at Risk project.

MWBE / LOCAL PARTICIPATION

WS/FCS Wiley Magnet Middle School New Gym & Renovations

MWBE: 51%
Local: 92%

WS/FCS Mount Tabor Stadium Renovations

MWBE: 42%
Local: 64%

WS/FCS North Forsyth High School Renovations

MWBE: 48%
Local: 89%

Elkin High School Addition & Renovations

MWBE: 46%
Local: 48%

ASU Sanford Hall Renovations

MWBE: 33%
Local: 46%

Novant Health Heart Vascular Institute

MWBE: 31%
Local: 92%

Davidson-Davie CC Health Sciences Center

MWBE: 25%
Local: 88%

Wilkes County EMS Headquarters

MWBE: 23%
Local: 54%

UNDERSTANDING OUR ROLE



OUR ROLE

Our *Clients* do
not live in our *Workplace*
We work in their *Home*.



VANNOY | A True Partnership



CLOSING



**HONOR
HUMILITY
HOSPITALITY
HUSTLE**



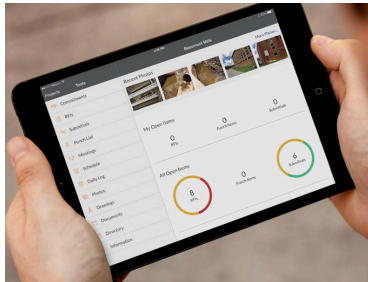
"I have had, and continue to have, the pleasure of working with Vannoy Construction on several projects in Henderson County such as our \$60M Hendersonville High School project, \$24M Blue Ridge Community College Patton Hall project and \$35M Hendersonville Health Science Center project. These projects have had many complexities as it came to marrying scope and budget, complex designs, keeping existing campuses safe, extreme weather conditions, COVID-19 supply chain impacts, etc. Vannoy has risen to all these challenges with hard work and creative solutions as they continue to bring our projects in under budget and ahead of schedule, over a period of time where that has not been very common. Vannoy has consistently, across several projects, shown us a team-oriented approach and a true expertise in their field of preconstruction and building facilities for public institutions. They are truly a preferred and valued partner, and we look forward to more projects with them in the future."

- David Berry | Former Henderson County Capital Projects Construction Manager (retired) | Henderson County



PROCORE

- Cloud-based document management
- Project tracking & reporting
- Task driven - instant response time
- Transparency - project report dashboard



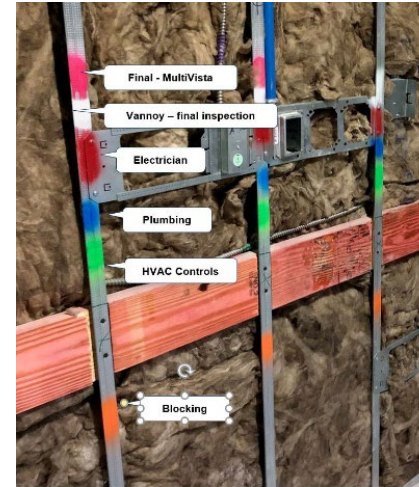
DRONE TECHNOLOGY

- Aerial photography
- QA and Safety tracking



IN-WALL COLOR CODING

- Color-coded per subcontractor
- Color is painted on studs, and notifies final inspection is ready before installing drywall
- After final inspection, Vannoy spray paints white
- Lastly MultiVista takes photo of the in-wall rough-in and sprays pink



QR CODES

Safety

- QR code throughout site
- **Everyone** is an on-site safety officer
- Directly messages Safety Manager

Technology

- Instant access to all design information for any room or piece of critical equipment
- Track punch list items
- General notes



SAFETY



SAFETY

Team Approach

- Collaboration between Vannoy, **Union County Public School's** safety personnel
- Integrating safety programs

WORK FORCE ORIENTATION

SITE UTILIZATION PLAN

Safety Record

2022 EMR: .93



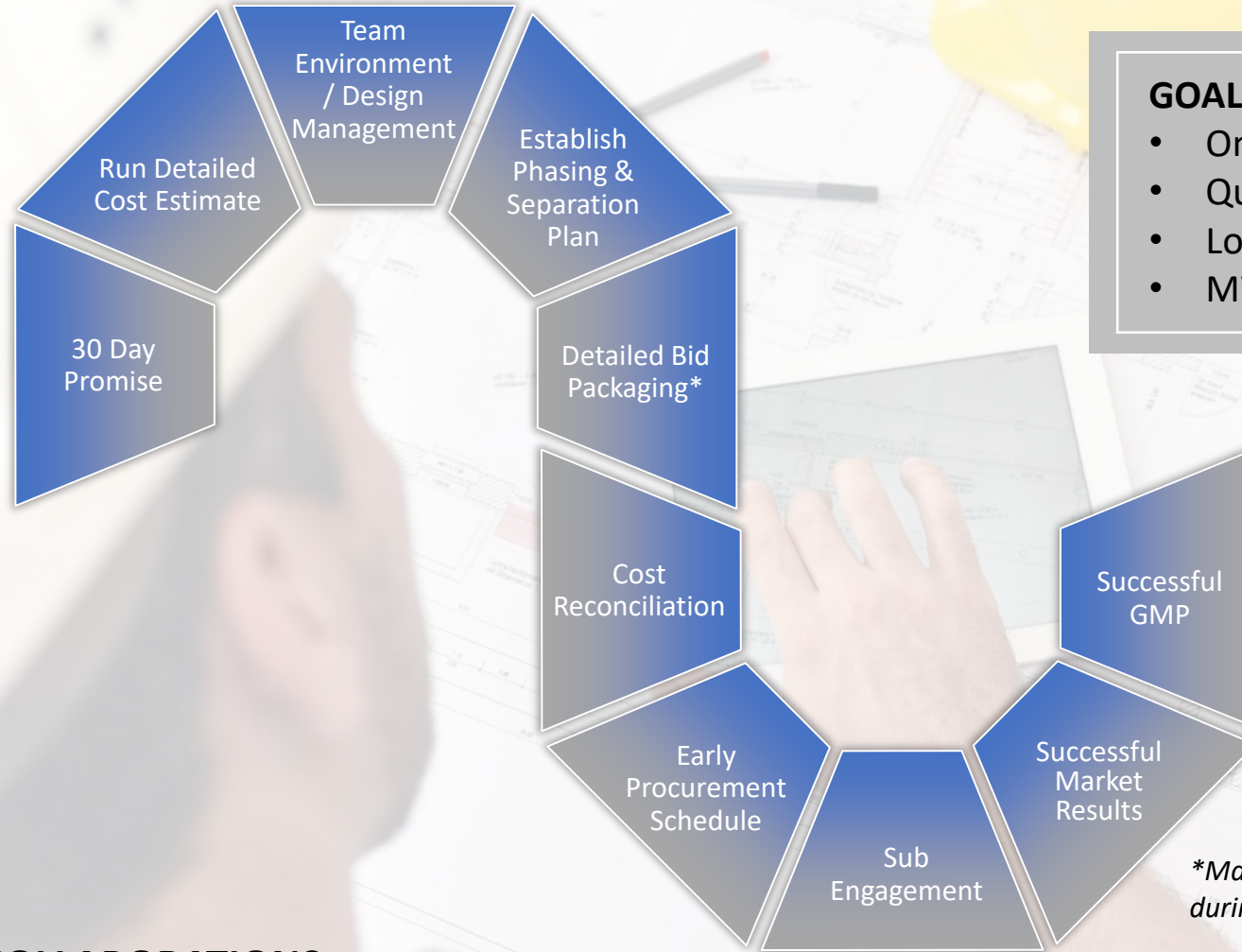
Your Safety Is Our Top Priority
To complete a safety observation please scan the QR code below.





CM AT RISK

CM at Risk Approach



GOALS:

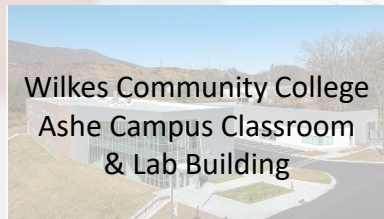
- On-Budget GMP
- Quality Subcontractors
- Local Economic Impact
- MWBE Goals Met

**Maximize economic impact to Union County during the bidding process*

LS3P COLLABORATIONS



Hendersonville High School
Additions & Renovations



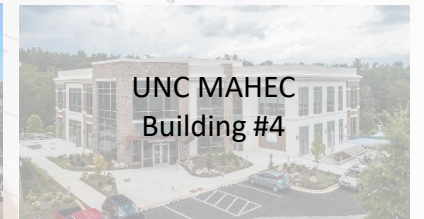
Wilkes Community College
Ashe Campus Classroom
& Lab Building



Wilkes Community College
Health Sciences Center
Renovation



Appalachian State University
Sanford Hall Renovation &
Modernization



UNC MAHEC
Building #4

UNION COUNTY BOARD OF EDUCATION CONTRACT ROUTING SHEET

Contractor Name: James R Vannoy & Sons Construction Company, Inc.UCPS Contract Number: 3-97306048Address: 4024 Revolution Park DriveCity, State, Zip: Charlotte, NC 28217Contact Name: Jon-Michael BroylesTelephone Number: 704.575.6461Purpose of Contract (location and brief description): East Elementary School-Preconstruction ServicesSubmitting Department: Facilities DepartmentDate Submitted: 10.19.2022Budget Account Number: FY21DESIGN-ESES306Funding Source: DMContract Amount: \$ 32,189.00Contract Period: Completion May 12, 2023UCPS Employee to Contact: Penny Helms/Dave BurnettPhone Number: 704-296-3160**NOTE:** Individuals listed below should initial, date, and forward this form after completing their responsibilities relating to this Contract.

1. Approved by Fund Owner/Acquire Vendor Signature and proper

**Insurance Certificate with UCBOE NAMED as
CERTIFICATE HOLDER.**

A. Insurance Certificate Reviewed/Approved by Risk Management

2. Approved by Appropriate Representative(s) of UCPS:



UCPS Project Coordinator



UCPS Department Head/School Principal



Asst. Supt. for Administration & Operations



Asst. Supt. for Human Resources



Asst. Supt. for Instructional Programs Asst.



Asst. Supt. of Student Support



Chief School Performance Officer



Chief Technology Officer

INITIAL

DATE

DS

SH

DS

RJM

DS

DAB

DS

CM

DS

SS

DS

MM

DS

KB

FORWARD TO UCPS GENERAL COUNSEL OFFICE

3. Approved by Legal Counsel

FORWARD TO SUPERINTENDENT/BOARD OF EDUCATION

4. Approved by Superintendent/Board of Education

FORWARD TO FINANCE

6. Pre-audited by Representative of Finance Officer

DS

SM

Contract #: 3-97306048

**Agreement Between
Owner and Construction Manager at Risk
Preconstruction Services**

This **Agreement for Services** ("Contract") is made and entered into this 6th day of December in the year of Two Thousand and Twenty-Two is hereby made between Union County Board of Education ("Owner") located at 400 N Church Street, Monroe, North Carolina 28112 and James R. Vannoy & Sons Construction Company, Inc. located at 4024 Revolution Park Drive, Charlotte, North Carolina 28217 ("Contractor") for the Preconstruction Services in connection with East Elementary School. The Designer for this project is LS3P Architects located at 227 W. Trade Street, Suite 700, Charlotte, North Carolina 28202.

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

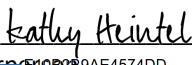
1. The Contractor represents and warrants that at the time of execution of this Agreement, the Contractor has and will retain all licenses and certifications required of him to perform the work identified in this Agreement and associated contract documents. The Contractor shall keep this licensure in good standing without lapse throughout the term of this Agreement. The Contractor shall provide proof of licensure to the Owner and Design Consultant upon request.
2. By execution of this Agreement, the Contractor warrants that (a) it is an experienced and duly licensed having the ability and skill necessary to perform all the work required of it under this Agreement in connection with the design and construction of a project having the scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; and (c) it is familiar with all current laws, rules, and regulations which are applicable to the construction of the Project, and that the Contractor's work on the Project shall be performed in accordance with all such applicable laws, rules and regulations including, but not limited to, NCGS 143-128.1, 143-128.2, 143-128.3, 143-128.4, 143-135.8. Provided that an agreement for Construction is awarded, the Owner will require the Contractor to contract directly with subcontractors as may be necessary for construction or supply of the project. All such contracts shall meet the requirements stated above.
3. In providing construction management services described in this Agreement, the Contractor shall maintain a working relationship with the Design Consultant. Nothing in this agreement shall be construed to mean that the Contractor is responsible for the design and contractual or customary duties of the Designer. Any conflict or inconsistency in the design specifications and drawings shall be submitted to the Designer for clarification.
4. Contractor shall provide to Owner, Pre-Bid Construction Schedule for each part of the Project, value engineering recommendations to keep project within budget.
5. Contractor shall procure bids in accordance with all applicable laws and regulations including, but not limited to, NCGS 143-128.1, NCGS 143-128.2, NCGS 143-128.3, NCGS 143-128.4, NCGS 143-128.5, NCGS 143-135.8. Contractor shall ensure all minority business participation goal requirements are followed in the solicitation and award of contracts. The Contractor shall report its efforts to solicit minority business participation to the Owner in writing. Unless approved otherwise by the Owner, a minimum of three bids shall be required for opening.

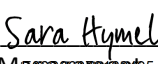
6. Contractor shall develop lists of possible bidders and prequalify-bidders. This service shall be performed in accordance with the requirements all applicable laws and regulations including, but not limited to, NCGS 143-128.1, NCGS 143-128.2, NCGS 143-128.3, NCGS 143-128.3, NCGS 143-128.4, NCGS 143-135.8., as well as, the Owner's policy.
7. Contractor shall provide the Owner with a list of all businesses in which the Contractor's Owners have ownership interest if the business is engaged in the construction industry, including demolition and the supply of materials for construction, and the Contractor intends to solicit bids for any work on the Project from the business. The Contractor shall provide said list to the Owner prior to prequalifying bidders for the work. The Owner shall determine whether any business listed may submit a bid or perform work on the Project.
8. Contractor shall prepare and place notices and advertisements to solicit bids for the project as prescribed by NCGS 143-128.1, NCGS 143-128.2, NCGS 143-128.3, NCGS 143-128.3, NCGS 143-128.4, NCGS 143-135.8., as well as, the Owner's policies.
9. Contractor shall, in conjunction with Designer, shall conduct a Pre-bid Conference to explain to the bidders the Project requirements. Contractor shall develop and coordinate procedures to provide answers to bidder's questions.
10. Contractor shall coordinate site access with the assigned Owner's Representative.
11. Contractor shall receive all addenda from the Designer and review for clarity, consistency, and coordination. The Contractor shall distribute a copy of all addenda to each bidder receiving documents.
12. Contractor shall act as the fiduciary of the public entity in handling and opening bids. All bids shall be received and opened in a manner agreed upon by the Owner. The Contractor shall conduct bid opening and shall evaluate bids to determine the lowest responsive and responsible bidder, taking into consideration quality, performance, and time specified to perform.
13. Contractor shall provide to the Owner and Designer, a weekly progress report of the procurement of project including, but not limited to detailed tasks, anticipated dates, completion dates, anticipated costs, actual costs.
14. Contractor shall designate a Project Manager and team. The Owner reserves the right to require the removal of a particular Project Manager or member at any time the Owner reasonably believes the individual is adversely impacting the Project.
15. Contractor shall provide all services included within Attachment B (Contractor's Preconstruction Proposal).
16. Contractor agrees to the Standard Terms and Conditions set forth as Attachment A attached hereto and incorporated herein by reference.
17. Contractor shall begin upon receipt of Notice to Proceed and offer a Guaranteed Maximum Price (GMP) to Owner no later than May 12, 2023 or as agreed to by Owner. Subject to UCBOE approval, a separate Fixed Guaranteed Maximum Price agreement will be issued.

18. UCBOE hereby agrees to pay to the Contractor for the faithful performance of this Contract, and the Contractor hereby agrees to provide all of the Services for sum not to exceed \$32,189.00, thirty-two thousand, one hundred eighty-nine dollars and zero cents ("Contract Price").
19. Owner Representative: Randy Mullis is designated as the Project Coordinator for UCBOE. The Project Coordinator shall be UCBOE's representative in connection with the Contractor's performance under this Contract. UCBOE has complete discretion in replacing the Project Coordinator with another person of its choosing.
20. Contractor Representative: Jon-Michael Broyles is designated as the Contractor Supervisor for the Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract.
21. UCBOE will make payment after invoices are approved on a net 30-day basis. UCBOE will not pay for services or materials in advance without the prior approval of the Finance Officer. Contractor to submit invoices on a monthly basis.
22. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

IN WITNESS WHEREOF, UCBOE and Contractor have executed this Contract on the day and year first written above.

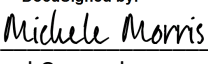
Union County Board of Education

DocuSigned by:


 Chairperson
 DocuSigned by:


 Risk Management

As to form:

DocuSigned by:


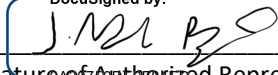
 General Counsel

This instrument has been preaudited
 in the manner required by the
 School Budget and Fiscal Control Act.

DocuSigned by:


 Finance Officer

James R. Vannoy & Sons Construction Company, Inc.

DocuSigned by:


 Signature of Authorized Representative
 Project Director

 Title

Attachment A**Standard Terms and Conditions****I. Standard Terms and Conditions for All Contracts**

1. **Acceptance.** Contractor's execution of this Contract and/or acknowledgment of the terms of any applicable purchase order ("Purchase Order"), without timely express written objection, or Contractor's shipment or performance of any part of a Purchase Order, constitutes an agreement to (i) all terms and conditions set forth or referenced herein and on the face of a Purchase Order, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to hereto (including without limitation any request for proposals or invitation for bids or Contractor's response thereto), and (iv) any other terms and conditions of a written agreement signed by Contractor and UCBOE that deals with the same subject matter (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and UCBOE with respect to the purchase by UCBOE of the Services and/or Goods (the "Goods" and/or "Services," as appropriate) provided or work performed as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to UCBOE shall control. A Purchase Order constitutes an offer by UCBOE and expressly limits acceptance to the terms and conditions stated therein. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to UCBOE shall be deemed accepted by or binding on UCBOE. UCBOE hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until UCBOE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by UCBOE are subject to correction.
2. **Quantities.** Shipments must equal exact amounts ordered unless otherwise agreed in writing by UCBOE. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.
3. **Prices.** If Contractor's price or the regular market price of any of the Goods covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods, Contractor agrees to give UCBOE the benefit of such lower price on any such Goods. In no event shall Contractor's price be higher than the price last quoted or last charged to UCBOE unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
4. **Invoices.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to UCBOE's accounts payable department with a copy to UCBOE Project Coordinator.
5. **Freight on Board.** All shipments of Goods are FOB destination unless otherwise stated in the Contract Documents.
6. **Taxes.** Taxes are included in the Contract Price. Applicable taxes shall be invoiced as a separate item for UCBOE's records.
7. **Payment Terms.** Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods, whichever is later.
8. **Condition and Packaging.** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
9. **Delays in Shipment.** Time and date of delivery are of the essence, except when delay is due to causes beyond Contractor's reasonable control and without Contractor's fault or negligence.
10. **Risk of Loss.** Contractor shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by UCBOE or its nominee.

11. **Rejection.** All Goods shall be received subject to UCBOE's inspection. Goods that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Contractor's expense or may be accepted at a reduced price. UCBOE may require Contractor to promptly replace or correct any rejected Goods Services and, if Contractor fails to do so, UCBOE may contract with a third party to replace such Goods Services and charge Contractor the additional cost.
12. **Warranties.** Contractor warrants that all Goods delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by UCBOE of the Goods and shall run to UCBOE and any user of the Goods. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, UCBOE shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.
13. **Compliance with All Laws.** Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. The right of Contractor to proceed may be terminated immediately by written notice if UCBOE determines that Contractor, its agent or another representative, has violated any provision of law.
14. **Use of Federal Funds.** If the source of funds for this Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).
15. **Registered Sex Offenders; Jessica Lunsford Act.** Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. Contractor agrees to conduct an annual check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all of its employees whose job involves direct interaction with students as part of the job. UCBOE prohibits any personnel listed on such registries from being on any property owned or operated by UCBOE and from having any direct interaction with students. As a term of the Agreement, said checks must be performed by the Contractor and reported to UCBOE's Superintendent or designee, if Contractor's employees will be working directly with students. Under provisions set forth in the Jessica Lunsford Act under North Carolina law, the signature below certifies that neither Contractor nor any employee or agent of Contractor is listed as a sex offender on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and/or the National Sex Offender Registry.
16. **Nondiscrimination.** During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
17. **FERPA Electronically Stored Data Compliance:** Contractor is expressly prohibited from selling or trading any education records or personally identifiable information acquired under the Agreement. Furthermore, Contractor agrees not to attempt to re-identify students from aggregated data. Further, Contractor will not use any personally identifiable information or education records to advertise or market to students of UCBOE or their parents. Any personally identifiable information and education records held by Contractor pursuant to the Agreement will be made available to UCBOE upon request. Contractor will store and process all data using appropriate administrative, physical, and technical safeguards to secure personally identifiable information and education records from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification to UCBOE in the event of a security or privacy incident, as well as procedures for responding to a breach of data. Contractor agrees to share its incident response plan upon request. Contractor shall, for all personally identifiable data and education records in its possession and in the possession of any subcontractors, or agents to which it has transferred data as permitted herein, destroy or de-identify such data when such data is no longer needed to perform the Agreement. Contractor hereby agrees to abide by all Board of Education policies and procedures

governing the confidentiality of student records and the responsible use of technology and internet safety. If Contractor experiences a security breach concerning any information covered by the Agreement, and such breach is covered by N.C.G.S. §75.61(14), then Contractor will (a) fully comply with Contractor's obligations under the N.C. Identity Theft Protection Act, (b) immediately notify UCBOE with the information listed in N.C.G.S. §75-65(d)(1-4), and (c) fully cooperate with UCBOE in carrying out its obligations under said Identity Theft Protection Act. Contractor will indemnify UCBOE for any breach of confidentiality or failure of its responsibilities to protect confidential information, and for cost of notification of affected persons as a result of its accidental or negligent release of personally identifiable information or education records provided to Contractor pursuant to the Agreement.

18. North Carolina Public Records Law: Contractor acknowledges that UCBOE is subject to the requirements of North Carolina's Public Records Law ("NCPRL"), N.C.G.S. § 132-1, et. seq. The Agreement and any related documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received by UCBOE in connection with the transaction of the Agreement may be considered a "public record," subject to disclosure under the NCPRL. UCBOE is under no obligation to notify Contractor prior to its compliance of its duties under NCPRL.
19. Conflict of Interest. Contractor represents and warrants that no member of UCBOE or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Contractor also represents and warrants that, if the Contract is funded by any amount of federal funds, no violation of 2 C.F.R. § 200.318(c) or any other applicable federal conflict of interest law has occurred or will occur. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
20. Gratuities. Contractor represents and warrants that no member of UCBOE or any of its employees has been or will be offered or given a gratuity to an official or employee of UCBOE in violation of applicable law or policy.
21. Kickbacks to Contractor. Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a UCBOE Contract or in connection with a subcontract relating to a UCBOE Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to UCBOE in writing the possible violation.
22. Iran Divestment Act. Contractor certifies that, as of the date listed below, it is not on the Final Divestment List, as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4, in violation of the Iran Divestment Act. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.
23. Divestment from Companies that Boycott Israel. The Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
24. E-Verification. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes
25. Indemnification. Contractor shall indemnify and hold harmless UCBOE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's performance or lack of performance of the terms and conditions of the Contract. In the event that any Services and/or Goods sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Contractor shall indemnify and save harmless UCBOE, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Services and/or Goods and are contributed to by said condition. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of UCBOE in the performance of the

Contract Documents, Contractor agrees that it will indemnify and hold harmless UCBOE, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.

26. Insurance. Unless such insurance requirements are waived or modified by UCBOE or risk management ("DIRM"), Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina: Automobile - Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Contractor shall maintain commercial general liability insurance that shall protect Contractor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to Contractor, Contractor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Contractor shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Contractor to UCBOE and shall contain the provision that UCBOE be given 30 days' written notice of any intent to amend or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.
27. Termination for Convenience. In addition to all of the other rights which UCBOE may have to cancel this Contract or an applicable Purchase Order, UCBOE shall have the further right, without assigning any reason therefore, to terminate the Contract (or applicable Purchase Order), in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from UCBOE to Contractor. If the Contract is terminated by UCBOE in accordance with this paragraph, Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Services and/or Goods actually delivered or performed to the total originally contemplated in the Contract. UCBOE will not be liable to Contractor for any costs for completed Goods, Goods in process or materials acquired or contracted for if such costs were incurred prior to the date of this Contract or an applicable Purchase Order.
28. Termination for Default. UCBOE may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Contractor. In addition to any other remedies available to UCBOE law or equity, UCBOE may procure upon such terms as UCBOE shall deem appropriate, Services and/or Goods substantially similar to those so terminated, in which case Contractor shall be liable to UCBOE for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.
29. Contract Funding. It is understood and agreed between Contractor and UCBOE that UCBOE's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of UCBOE for any payment may arise until funds are made available to UCBOE's Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. UCBOE shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
30. Accounting Procedures. Contractor shall comply with any accounting and fiscal management procedures prescribed by UCBOE to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
31. Improper Payments. Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to UCBOE any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Contractor shall make such refunds within thirty (30) days after UCBOE notifies Contractor in writing that a payment has been determined to be improper.
32. Contract Transfer. Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of UCBOE.
33. Contract Personnel. Contractor agrees that it has, or will secure at its own expense, all personnel required to provide the Services and/or Goods set forth in the Contract.

34. Key Personnel. Contractor shall not substitute for key personnel (defined as those individuals identified by name or title in the Contract Documents or in written communication from Contractor) assigned to the performance of the Contract without prior written approval from UCBOE Project Coordinator (the individual at UCBOE responsible for administering the Contract).
35. Contract Modifications. The Contract may be amended only by written amendment duly executed by both UCBOE and Contractor.
36. Relationship of Parties. Contractor is an independent contractor and not an employee of UCBOE. The conduct and control of the work will lie solely with Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Contractor and UCBOE. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.
37. Advertisement. The Contract will not be used in connection with any advertising by Contractor without prior written approval by UCBOE.
38. Monitoring and Evaluation. Contractor shall cooperate with UCBOE, or with any other person or agency as directed by UCBOE, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit UCBOE to evaluate all activities conducted under the Contract. UCBOE has the right at its sole discretion to require that Contractor remove any employee of Contractor from UCBOE Property and from providing Services and/or Goods under the Contract following provision of notice to Contractor of the reasons for UCBOE's dissatisfaction with the Services and/or Goods of Contractor's employee.
39. Financial Responsibility. Contractor is financially solvent and able to perform under the Contract. If requested by UCBOE, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by UCBOE's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, the inability of Contractor to meet its debts as they become due or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then UCBOE shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
40. Governmental Restrictions. In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. UCBOE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
41. Inspection at Contractor's Site. UCBOE reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for UCBOE determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
42. Confidential Information. All information about UCBOE provided to the Contractor or its officers, employees, agents, representatives and advisors (the "Contractor Representatives"), and all copies or other full or partial reproductions thereof and notes, memoranda or other writings related thereto created by Contractor or any Contractor Representative, regardless of whether provided before or after the date of the Contract and regardless of the manner or medium in which it is furnished, is referred to as "Confidential Information". Confidential Information does not include any information that (a) is or becomes generally available to the public other than as a result of an impermissible disclosure by Contractor, (b) was known by or available on a nonconfidential basis to Contractor before it was disclosed by UCBOE or (c) becomes available to Contractor on a nonconfidential basis from a third party whom Contractor does not know to be bound by a confidentiality agreement with, or have an obligation of secrecy to, UCBOE. Except as and to the extent required by law or order or demand of any governmental or regulatory authority, Contractor and Contractor Representatives will (x) keep all Confidential Information confidential and (y) will only disclose or reveal any Confidential Information to Contractor Representatives who must have the information to fulfill Contractor's obligations under the Contract and who agree to observe the terms of this Section. Contractor and Contractor Representatives will not use the Confidential Information for any purpose other than fulfilling Contractor's obligations under the Contract. By way of example and not limitation, Contractor shall not sell, market, or commercialize Confidential Information, create derivative products or applications based on Confidential Information. If Contractor is requested or required, pursuant to applicable law or regulation or by legal

process, to disclose any Confidential Information, Contractor will provide UCBOE with prompt and timely notice of the requests or requirements so that UCBOE can seek an appropriate protective order or other remedy and will not be prejudiced by delay. If UCBOE does not obtain a protective order or other remedy, Contractor will only disclose that portion of the Confidential Information which Contractor's legal counsel determines Contractor is required to disclose. Upon termination of the Contract or otherwise upon UCBOE's request, Contractor will promptly deliver to UCBOE all Confidential Information in the possession of Contractor or the Contractor Representatives.

Student Information: If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to students or students' official records, Contractor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract.

Employee Personnel Information: If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to employees of UCBOE's personnel records, Contractor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. This section will survive the termination of this Contract.

43. **Intellectual Property.** Contractor agrees, at its own expense, to indemnify, defend and save UCBOE harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that UCBOE's use, possession or sale of the Services and/or Goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
44. **No Pre-Judgment or Post-Judgment Interest.** In the event of any action by Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Contractor specifically waives any claim for interest.
45. **Background Checks.** At the request of UCBOE's Project Coordinator, Contractor (if an individual) or any individual employees of Contractor shall submit to UCBOE criminal background check and drug testing procedures.
46. **Mediation.** If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
47. **No Third-Party Benefits.** The Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
48. **Force Majeure.** Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of the Agreement if the party's failure to perform is attributable to war, riot or other disorder, strike or other work stoppage; fire; flood; storm; illness; pandemic, communicable disease, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. However, UCBOE will be entitled to a refund for fees paid on account of services not rendered by Contractor including any and all deposits.
49. **Ownership of Documents; Work Product.** All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by UCBOE. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Contractor pursuant to the Contract shall, at the request of UCBOE, be turned over to UCBOE. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to UCBOE shall not, unless otherwise specifically agreed upon in writing by UCBOE, be deemed to be confidential or proprietary information and shall be acquired by UCBOE free from any restrictions as part of the consideration of the Contract.
50. **Strict Compliance.** UCBOE may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
51. **General Provisions.** UCBOE's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a

waiver of such right or of any other right, breach, or default. If action be instituted by Contractor hereunder, UCBOE shall be entitled to recover costs and reasonable attorney's fees. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or applicable Purchase Order or delegate the performance of any of its obligations hereunder, without UCBOE's prior, express written consent.

52. **Contract Situs.** All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.
53. **Severability.** Any provision of this Contract that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision. Any provision of the Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

II. Additional Standard Terms and Conditions for Construction Contracts

1. **Supervision and Provision for Labor and Supplies.** The Contractor will supervise and direct the construction work (the "Work") and shall furnish, provide, and pay for all labor, materials, equipment, machinery, utilities, and services reasonably necessary for the execution and completion of the Work.
2. **Coordination of Work and Notification of Progress.** The Contractor agrees to coordinate its Work with the work of any other separate contractors or with the work of UCBOE's own forces to avoid delaying or interfering with their work. Contractor shall enforce good order and discipline among his employees and subcontractors on the Project. The Contractor further agrees to inform UCBOE on a regular basis or at UCBOE's request of the progress of the Work.
3. **Provision for all Permits, Licenses, and Inspections.** Unless otherwise provided, the Contractor shall secure and pay for all permits, licenses, and inspections necessary for the proper execution and completion of the Work.
4. **Cleanliness.** Contractor shall keep the Project reasonably free from waste materials or rubbish resulting from the Contractor's operations.
5. **Additional Warranties.** The Contractor warrants that the Contractor has visited the location of the Project and is familiar with all field conditions bearing upon the Contractor's performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work is non-negligent and meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Contractor further warrants and promises that the Work shall be free from defects and nonconformities in materials and workmanship for a period of one year from the later of the Date of Completion, which is the date UCBOE accepts the Work or such date as the Contractor actually completes all the Work (the "Date of Completion"). During such period, the Contractor will remedy at Contractor's expense nonconformities or defects in the Work within a reasonable time after receiving notice thereof from UCBOE.
6. **Indemnity for Subcontractor Payment.** In addition to the indemnification obligations contained in the attached terms and conditions to this Contract, the Contractor further agrees to defend and indemnify UCBOE from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of the Contractor's failure to pay subcontractors or materials suppliers.
7. **Change Orders.** The Contractor agrees that UCBOE may order changes in the general scope of the Work, including additions, deletions, and similar revisions. The parties agree to adjust the Contract Price and Date of Completion to reflect the effects of such changes, which adjustments shall be authorized only upon execution of a written change order (a "Change Order"). In case of emergency or extenuating circumstances or if a construction contingency is provided as stated below, approval of changes may be obtained verbally by telephone or field orders approved by UCBOE Project Coordinator and promptly thereafter substantiated in writing as outlined under normal procedures. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted, including a reasonable amount for the decrease in the Contractor's overhead.

8. **Performance/Payment Bond.** If required by law and/or the bidding documentation, the Contractor agrees to provide a Performance Bond and Labor and Material Payment Bond for its faithful performance in a form reasonably satisfying to UCBOE.
9. **Payments Withheld.** The UCBOE may withhold payment for the following reasons to the extent permitted under N.C. Gen. Stat. § 143-134.1(e): (1) defective Work not remedied; (2) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to UCBOE is provided by the Contractor; (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment; (4) reasonable evidence that the Work will not be completed with the time specified, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; (5) failure to carry out the Work in accordance with the Contract Documents; (6) failure to provide sales tax documentation in accordance with subparagraph 9.3.5; (7) failure or refusal of the Contractor to submit the required information on minority business enterprises; and (8) failure of the Contractor to comply with (a) the provisions of the Sedimentation and Pollution Control Act (N.C. Gen. Stat. § 113A-50 *et seq.*), and/or (b) any Notice of Violation issued by the North Carolina Department of Natural Resources.
10. **Retainage.** For public construction contracts costing an amount equal to or greater than \$100,000, the UCBOE will retain five percent of the amount of each progress payment on the project for as long as is authorized by N.C. Gen. Stat. § 143-134.1. At all times during the Project, the UCBOE may retain the maximum funds allowed by N.C. Gen. Stat. § 143-134.1. The UCBOE specifically reserves the right to withhold additional funds as authorized by this Contract and N.C. Gen. Stat. § 143-134.1. The Contractor may pay each subcontractor no later than seven days after receipt of payment from the UCBOE and in accordance with N.C. Gen. Stat. § 143-134.1 the amount to which the subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner and in accordance with N.C. Gen. Stat. § 143-134.1.

III. Additional Standard Term and Condition for Designer Contracts (which include Architectural, Engineering, Surveying, and Technical Services)

Additional Insurance. In addition to the insurance required pursuant to Section 22 of the Standard Terms and Conditions for All Contracts, the Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina: Professional liability insurance in commercially reasonable amounts as reasonably determined by UCBOE.

IV. Additional Standard Terms and Conditions for Information Technology Contracts

1. **Definitions.**
 - "Hardware" means the hardware the Contractor utilizes in the Hosted Environment for delivery and maintenance of the Hosted Software Services.
 - "Hosted Environment" means the Hardware, system software, hosting support software, network connectivity, and facility used by Contractor to support the Hosted Software Services.
 - "Hosted Software Services" means the application, including the Hosted Software and any applicable Third-Party Software, as run on the Hosted Environment.
 - "Hosted Software" means the software owned and controlled by Contractor or Contractor's third-party contractor that supports the Hosted Software Services.
 - "Support Services" means application and technical support required to maintain the performance, uptime and connectivity of the Hosted Software Services for UCBOE access and use, including without limitation, telephone support, error correction, maintenance, and installation of Updates and Upgrades to the Hosted Software.
 - "Updates" means (i) modifications to or releases of the Hosted Software that (a) add new features, functionality, and/or improved performance, (b) operate on new or other databases, operating systems, or server platforms or (c) extend the Hosted Software functionality to take advantage of advances in coding language, hardware, network or wireless infrastructures; and (ii) deviation corrections, bug or error fixes, patches, workarounds, and maintenance releases.

“Upgrades” means any new version or new release of the Hosted Software typically provided on an annual or bi-annual basis by the Contractor that includes new features, functions, support or service that were not in place with the immediately prior version.

2. **Grant of License.** Contractor grants to UCBOE for the term of this Contract a non-exclusive, non-transferable license to access and use over the internet the Hosted Software (the “License”).
3. **Updates and Upgrades.** Contractor will make certain limited and applicable Hosted Software Updates and Upgrades available to UCBOE at no additional cost. All such Updates and Upgrades shall automatically become subject to the benefits and terms of this Contract and shall automatically be considered part of the License granted under this Contract.
4. **Security.** Contractor’s Hosted Environment shall maintain security measures in place to help protect against the loss, misuse, and alteration of the Hosted Software Services, and specifically the Confidential Information provided to Contractor by UCBOE.
5. **Warranties.** Contractor warrants the following: (a) Contractor has the full authority to grant the License; (b) the Hosted Software is free from material defects or viruses; (c) the Hosted Software contains no disabling devices; and (d) the Hosted Software conforms to all material specifications set forth in the documentation and any other written material provided to UCBOE for any purpose. Without limiting any other remedies available to UCBOE under this Contract, at law or in equity, in the event that any Hosted Software does not conform to the warranties set forth for the Hosted Software herein, Contractor shall, at UCBOE’s option, promptly correct or replace such Hosted Software and, in either case, Contractor shall perform any Support Services or other work required to restore the Hosted Software to the state that existed prior to any such breach, all at Contractor’s expense. UCBOE reserves the right to reject the Hosted Software and to hold Contractor responsible for any loss, direct or indirect, caused by any such breach of warranty. In the event Contractor is or becomes aware of a problem with any item of Hosted Software, Contractor shall notify UCBOE upon such determination. Acceptance or use of the Hosted Software shall not constitute a waiver of any claim under any warranty.
6. **Effect of Termination and Orderly Transition.** Upon termination or expiration of this Contract for any reason, Contractor will cooperate in good faith with UCBOE to provide for an orderly transfer of the Goods and Services and Confidential Information to UCBOE or UCBOE’s successor vendor (“Orderly Transition”) and according to the terms of this section.
 - a. **Scope of Work for Orderly Transition.** Within thirty (30) days of notification by UCBOE that it will transfer Goods and Services to itself or a successor vendor, the parties will create and execute a scope of work document detailing tasks, the responsible parties for individual tasks, and timeframes for completion of tasks necessary to complete an Orderly Transition. The final, executed Orderly Transition scope of work shall be incorporated into this Contract and become subject to its terms. Contractor’s failure to (a) cooperate in developing the Orderly Transition scope of work, (b) execute an Orderly Transition scope of work, or (c) abide by the executed Orderly Transition scope of work shall be deemed a material breach of this Contract.
 - b. **Time Frame.** Unless otherwise mutually agreed in an executed Orderly Transition scope of work, Contractor shall continue to provide Goods and Services while UCBOE migrates its Confidential Information from Contractor’s Hosted Software Services in the Orderly Transition process. Contractor agrees that, as part of the Orderly Transition process and within the specified time frame, it will transfer to UCBOE all of the Confidential Information provided to Contractor by UCBOE pursuant to this Contract. Contractor will provide the Confidential Information in commercially reasonable electronic format as agreed in the Orderly Transition scope of work at no additional cost.
 - c. **Time and Material Costs Only.** UCBOE will be obligated to pay for time and materials at a reasonable hourly rate of no more than \$75/hour for the Orderly Transition. No other fees will be assessed for the Orderly Transition. Fees shall be agreed upon in advance as part of developing the scope of work referenced in subsection (a) above.
 - d. **Destruction of Confidential Information after Orderly Transition.** Unless otherwise mutually agreed in an executed Orderly Transition scope of work, Contractor agrees that after returning all Confidential Information to UCBOE pursuant to subsection (b) above it will destroy all remaining copies of Confidential Information and back-up Confidential Information in its possession, contained in or on any medium (such as a storage area network or “SAN”) or as may be stored offsite, within thirty (30) days of completion of Orderly Transition. Contractor shall provide UCBOE with a detailed summary of

the destruction process and standards to be utilized by Contractor with respect to the Confidential Information, and UCBOE shall approve such process and standards prior to Contractor commencing such destruction.

7. Intellectual Property Warranty. In addition to the warranties set forth elsewhere in this Contract with respect to the Goods and Services, Contractor expressly represents, warrants and covenants that neither the furnishing of Hosted Services to UCBOE hereunder, nor does the Hosted Software, violate, in whole or in part, any provision of any law, common law or regulation concerning copyrights, trade secrets, trademarks, tradenames, service marks, patents or other provisions regulating or concerning intellectual property rights.
8. Additional Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless UCBOE, its and directors, officers, managers, employees and agents, from all suits, claims, costs, damages and other liabilities, including reasonable attorneys' fees as incurred by counsel of UCBOE's choice, relating to or arising from (a) Contractor's failure to maintain the security and integrity of Confidential Information, the Hosted Software Services and the Hosted Environment; (b) any claim for infringement of any copyright, trade secret, trademark, tradename, service mark, patent, or other law or regulation concerning intellectual and/or proprietary property rights; and (c) any claims by third party interests in the Hosted Software.
9. Data Use. Notwithstanding the foregoing, Contractor acknowledges and agrees that all Confidential Information is proprietary to and owned exclusively by UCBOE, whether provided in tangible or electronic form and whether entered into any software or Hosted Software Services owned or licensed by Contractor (including without limitation the Hosted Software and Hosted Software Services) or otherwise provided in connection with any products provided and services performed by Contractor (including without limitation the Goods and Services) and whether to, by or through a Contractor-affiliated ASP or other Hosted Software Services. Furthermore, Contractor shall not sell, market, or commercialize Confidential Information, create derivative products or applications based on Confidential Information or otherwise use Confidential Information in any manner unrelated to the performance of Contractor's obligations under the Contract. Contractor shall not share Confidential Information with any parent or subsidiary company of Contractor or any other Contractor-affiliated entity without the express prior written consent of UCBOE detailing the scope of allowable disclosure. Contractor agrees that if it breaches this section, UCBOE may, at its option, pursue any or all of the following remedies: (a) immediately terminate this Contract without liability to Contractor; (b) seek an injunction without posting a bond; and (c) pursue whatever other remedies may be available to it at law, in equity or pursuant to this Contract.

PRECONSTRUCTION SERVICES PROPOSAL

FOR Union County Public Schools - New East Elementary School

DATE: NOVEMBER 2022

LOCATION: MONROE, NC



Submitted by



VANNOY
CONSTRUCTION



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SECTION 3 Comprehensive Logistics

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SECTION 1
PRECON PROPOSAL LETTER





November 15, 2022

Mr. David Burnett, Director of Facilities
Union County Public Schools
201 Venus Street
Monroe, North Carolina 28112

RE: Vannoy Construction's Proposed Preconstruction Services Proposal for New East Elementary School

Dr. Mr. Barnett:

We appreciate the opportunity to provide our Preconstruction Services Proposal for the Union County Public Schools (UCPS) New East Elementary Project. Below you will find a brief summary of our proposed services. We look forward to reviewing with you in detail.

Project Schedule: Establish a baseline project schedule and maintain the schedule from preconstruction through the completion of the project. Constantly monitor and update the schedule as more information becomes available (i.e. permit status, material/equipment lead time updates, etc.). Coordinate with UCPS owner related scope items/milestone dates and incorporate those specific items into our project schedule so that we have a single point of reference for ALL parties. The schedule will be updated and distributed bi-weekly during the preconstruction phase of the project.

Cost Estimate: Develop a detailed cost estimate using our internal K-12 historical data and cost analysis. In addition, we will engage a select group of our trusted trade partners who have demonstrated success on similar K-12 projects to complete an independent take-off and budget estimate. At that point we will have two (2) sets of data points for costs, quantities, schedule sequence, durations lead times, etc. to compare. Update the budget as required (minimum of two [2] updates) capturing any scope revisions following receipt of review comments from local & state jurisdictions.

Subcontractor Prequalification & Bid Solicitation: Advertisement, coordination, and planning of subcontractor outreach events to gain project interest. Provide subcontractor prequalification services prior to issuance of bid documents. Develop detailed bid packages to broadcast to prequalified subcontractors.

Constructability Review: Utilizing our entire project team, including our site superintendents, we will take a deep dive in to constructability review and provide feedback/suggestions to UCPS and LS3P. Items such as material/equipment selection, alternate construction methods to improve efficiency & speed of project, and site analysis & logistics (to name a few) will be reviewed in detail. We will also enlist the help of our in-house site division to complete a thorough review of the site plans and offer feedback to the design team.

Value Engineering: Once the initial budget is established and clearly communicated to UCPS and LS3P we will be prepared to provide value engineering services if required. We will engage with LS3P for a three (3) to four (4) week brainstorming event and provide pricing updates as we go. We will lean on our past experience to offer suggestions for alternate materials, equipment, and construction methods. We will include input and suggestions from our trade partners.

Procurement Log: It will be critical that a procurement log is established and maintained throughout the preconstruction phase of the project. We will flag key equipment and material that fall on the critical path, and set forth a plan for an early package if warranted.

Project Logistics: Develop a detailed site logistics plan. It will be critical that a plan is in place prior to engaging subcontractors for final pricing. We will schedule several meetings with school staff members in an effort to get a better understanding of the day-to-day operations. We will use their feedback to fine-tune our logistics plan to ensure we are meeting their needs as well.

Preconstruction Services Fee: \$32,189

Please do not hesitate to reach out with any questions.

Sincerely,

James R. Vannoy & Sons Construction Company, Inc.

A handwritten signature in black ink, appearing to read 'Bill Blank'.

Bill Blank, Executive Vice President
e: bill.blank@jrvannoy.com

A handwritten signature in black ink, appearing to read 'Jon-Michael Broyles'.

Jon-Michael Broyles, Project Manager
e: jm.broyles@jrvannoy.com



SECTION 2
CONSTRUCTION/PHASING SCHEDULE

SECTION 2





CONSTRUCTION/PHASING SCHEDULE

ID		Task Mode	Task Name	Duration	Start	Finish	2022	H1	H2	2023	H1	H2	2024	H1	H2	2025	H1	H2
1			EAST ELEMENTARY PRELIMINARY PROJECT SCHEDULE	640 days	Wed 12/7/22	Fri 5/23/25												
2			PRECONSTRUCTION	52 days	Wed 12/7/22	Mon 2/20/23												
3			COST ESTIMATE	26 days	Wed 12/7/22	Fri 1/13/23												
4			SUBCONTRACTOR PREQUALIFICATION	36 days	Wed 12/14/22	Fri 2/3/23												
5			PROCUREMENT PLANNING	18 days	Mon 12/19/22	Fri 1/13/23												
6			VALUE ENGINEERING	35 days	Tue 1/3/23	Mon 2/20/23												
7			GMP ASSEMBLY	74 days	Mon 2/6/23	Fri 5/19/23												
8			BIDDING PHASE	30 days	Mon 2/6/23	Fri 3/17/23												
9			SCOPE REVIEW - ASSEMBLE IGMP	20 days	Mon 3/13/23	Mon 4/10/23												
10			GMP APPROVAL	15 days	Mon 4/3/23	Mon 4/24/23												
11			AWARD SUBCONTRACTS	20 days	Mon 4/24/23	Fri 5/19/23												
12			ONSITE MOBILIZATION	25 days	Mon 6/5/23	Fri 7/7/23												
13			JOB FENCE & SIGNAGE	20 days	Mon 6/5/23	Fri 6/30/23												
14			TEMPORARY STAFF PARKING	25 days	Mon 6/5/23	Fri 7/7/23												
15			EROSION CONTROL	15 days	Mon 6/19/23	Fri 7/7/23												
16			SITEWORK & FOUNDATIONS	285 days	Mon 7/10/23	Fri 8/9/24												
17			MASS GRADING	30 days	Mon 7/10/23	Fri 8/18/23												
18			SITE UTILITIES	28 days	Mon 7/24/23	Wed 8/30/23												
19			CONCRETE FOUNDATIONS	40 days	Mon 7/31/23	Fri 9/22/23												
20			UNDERSLAB PLUMBING	35 days	Mon 9/18/23	Fri 11/3/23												
21			UNDERSLAB CONDUIT	35 days	Mon 9/18/23	Fri 11/3/23												
22			GEO THERMAL WELLS	45 days	Mon 6/10/24	Fri 8/9/24												
23			STRUCTURE & ENVELOPE	270 days	Mon 9/11/23	Fri 9/20/24												
24			LOAD BEARING MASONRY	60 days	Mon 9/11/23	Fri 12/1/23												
25			FOUNDATION WALLS	20 days	Mon 10/16/23	Fri 11/10/23												
26			SLAB ON GRADE	35 days	Mon 11/20/23	Fri 1/5/24												
27			STRUCTURAL STEEL	50 days	Mon 12/4/23	Fri 2/9/24												
28			EXTERIOR WALL FRAMING	45 days	Mon 1/8/24	Fri 3/8/24												
29			BRICK VENEER	55 days	Mon 2/5/24	Fri 4/19/24												
30			ROOFING	40 days	Mon 2/19/24	Fri 4/12/24												
31			GLASS & GLAZING	55 days	Mon 3/11/24	Fri 5/24/24												
32			ENTRY CANOPIES	25 days	Mon 8/19/24	Fri 9/20/24												
33			INTERIOR CONSTRUCTION	195 days	Mon 2/5/24	Fri 11/1/24												
34			WALL/SOFFITT FRAMING	60 days	Mon 2/5/24	Fri 4/26/24												
35			MEP ROUGH-IN	75 days	Mon 3/11/24	Fri 6/21/24												
36			MECHANICAL EQUIPMENT	25 days	Mon 4/1/24	Fri 5/3/24												
37			ELECTRICAL EQUIPMENT	30 days	Mon 4/29/24	Fri 6/7/24												
38			DRYWALL	50 days	Mon 5/13/24	Fri 7/19/24												
<div><div></div><div><div>Task</div><div>Split</div><div>Milestone</div><div>Summary</div></div><div><div></div><div></div><div></div><div></div></div><div><div>Project Summary</div><div>Inactive Task</div><div>Inactive Milestone</div><div>Inactive Summary</div></div><div><div></div><div></div><div></div><div></div></div><div><div>Manual Task</div><div>Duration-only</div><div>Manual Summary Rollup</div><div>Manual Summary</div></div><div><div></div><div></div><div></div><div></div></div><div><div>Start-only</div><div>Finish-only</div><div>External Tasks</div><div>External Milestone</div></div><div><div></div><div></div><div></div></div><div><div>Deadline</div><div>Progress</div><div>Manual Progress</div></div><div><div></div><div></div><div></div></div></div>																		
Page 1																		

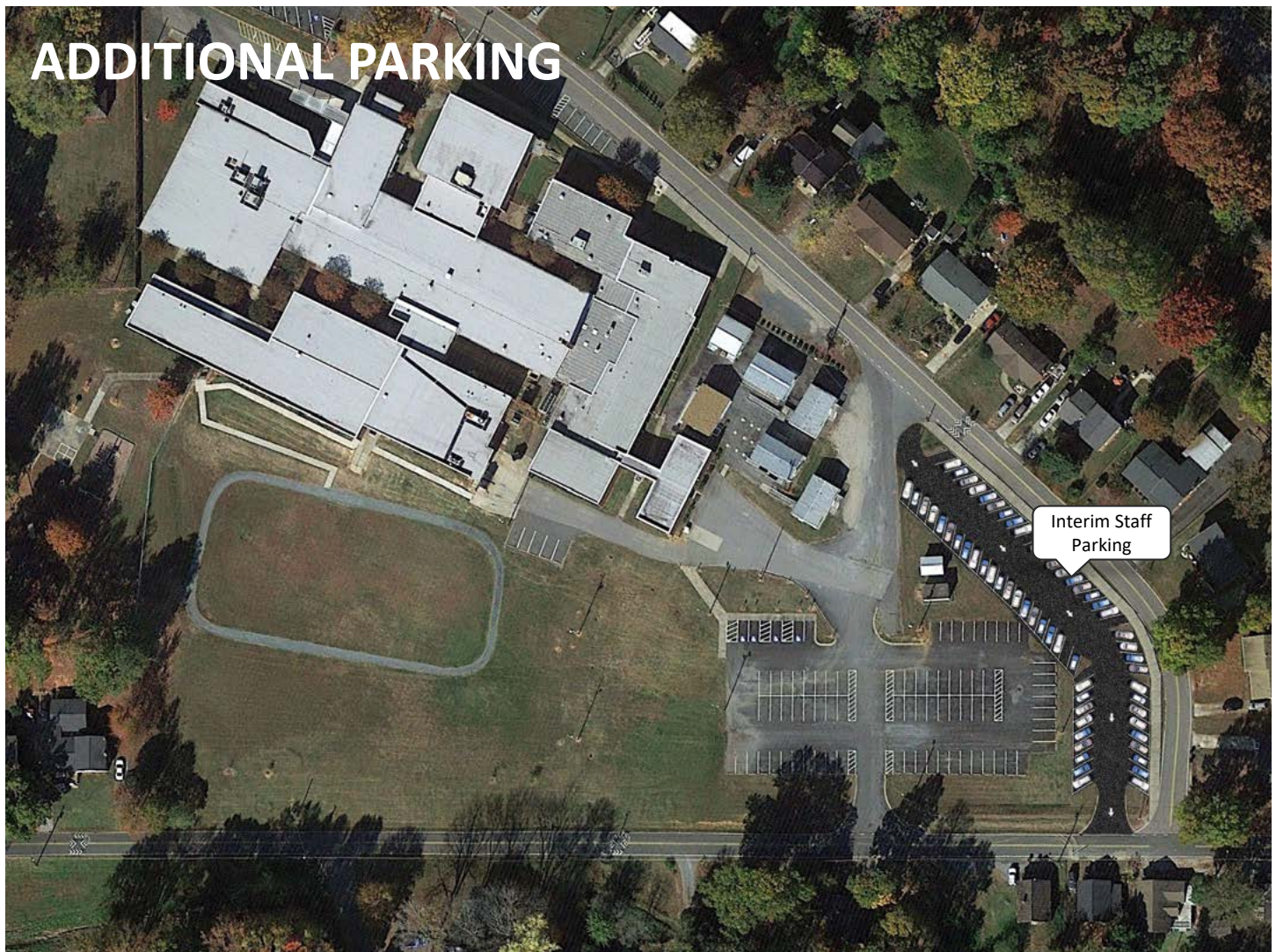
Preconstruction Services Proposal | Union County Public Schools - New East Elementary School / **Vannoy Construction** / November 2022



SECTION 3
COMPREHENSIVE LOGISTICS



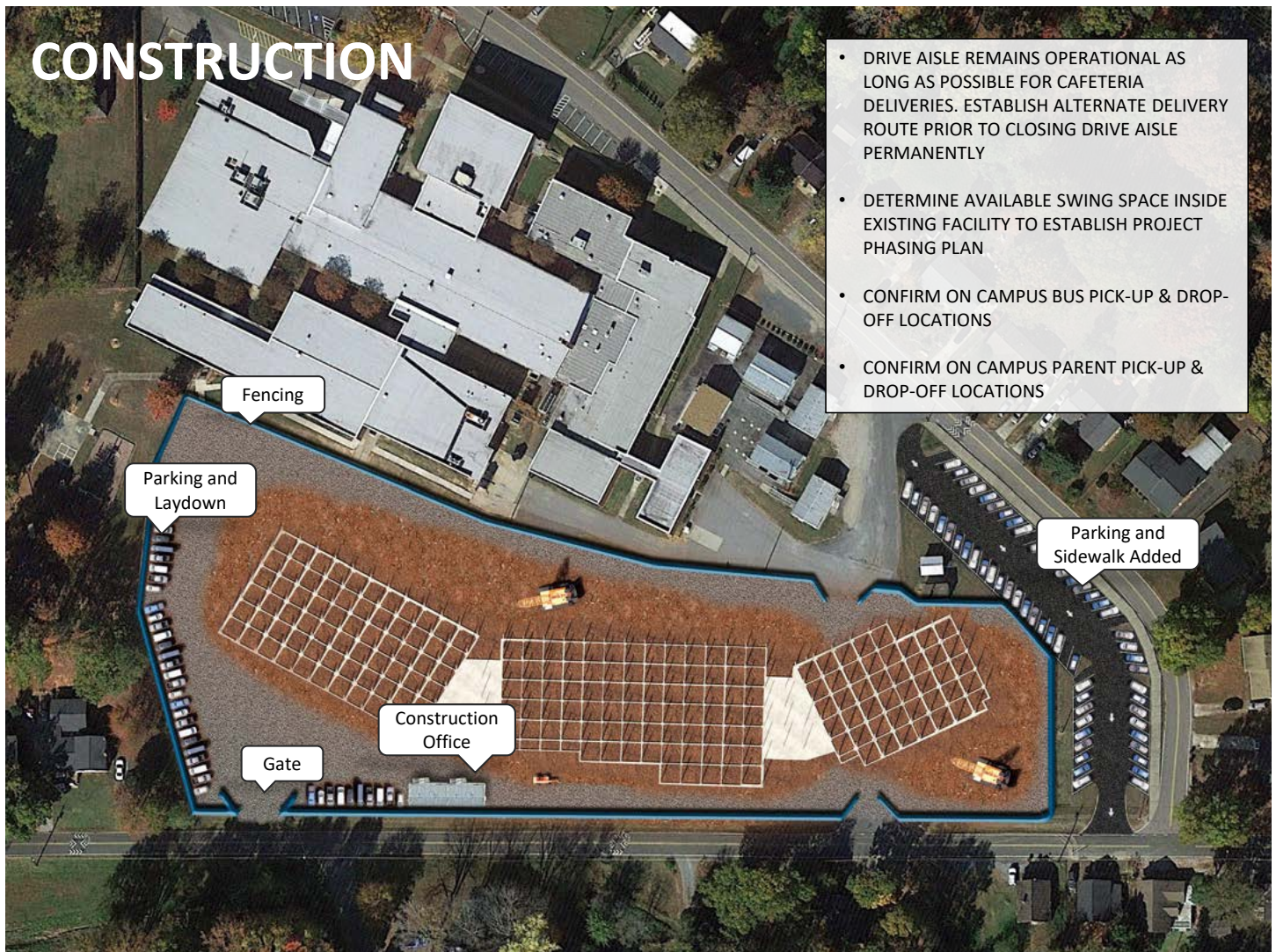
| COMPREHENSIVE LOGISTICS



NOTES:

- Paved parking area for staff during construction.
- Install perimeter fence and erosion control measures.
- Provide protective pathway from school to playground.

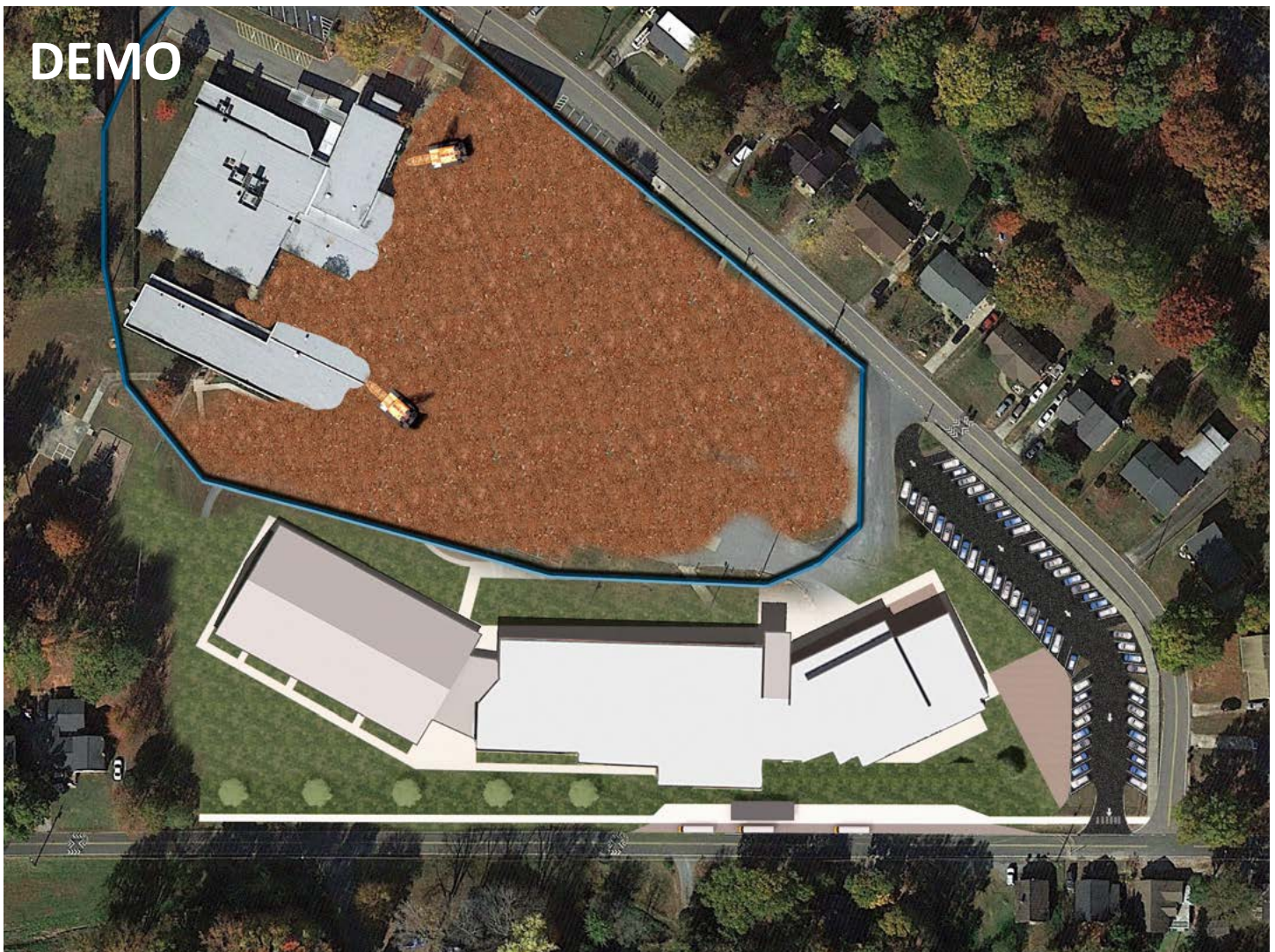
| COMPREHENSIVE LOGISTICS



NOTES:

- Daily coordination of carpool drop off and bus access.
- Management of noise, dust, and fumes.
- Potential additional protection for noise remediation at exterior windows of existing school.
- Possible worker parking arrangements with Catholic Church down the road.

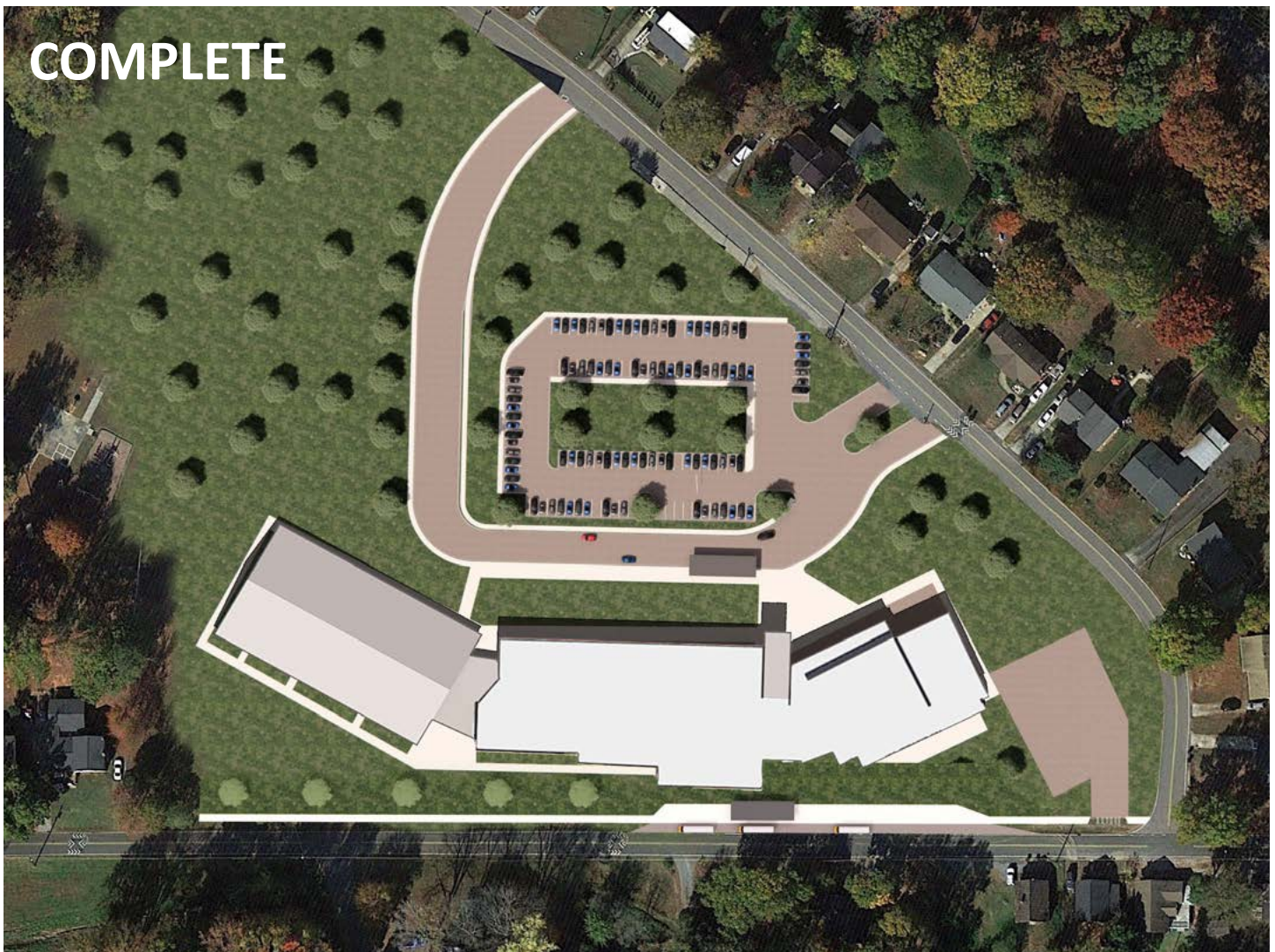
| COMPREHENSIVE LOGISTICS



NOTES:

- Manage hazard material remediation.
- Schedule major demolition outside of school operating hours.
- Coordinate noise and dust control measures for residents surrounding school.

| COMPREHENSIVE LOGISTICS



NOTES:

- Complete restoration of the site.
- Removal of temporary measures.
- Celebrate completion.



SECTION 4 | PROJECT
REQUIREMENTS SUITED TO CM@R



| PROJECT REQUIREMENTS SUITED TO CM@R

Reasons for Using CM@ Risk for the New East Elementary School

- Preliminary Estimating and Value Engineering Services
- Advanced Planning for Temporary School Operations
- On-Site Staffing for Admin Communications & Oversight
- Special Considerations for Teaching/Child Environment:
 - Background Checks for Workers
 - Daily Planning for Carpool & Bus Traffic
 - Coordination, Safety, and Planning for Noise, Fume, and Dust Producing Activities
 - Acceleration of Work During Summer and Vacation Periods – Less Disruption
 - Allow the Project to be Part of the Learning Experience
- Early Procurement and Expediting Requirements
- Increase/Maximize Local Subcontractor Use
- Sensitivity to Nearby Residents and their Concerns/Impacts:
 - Traffic Control
 - Noise Control
 - Road Maintenance - Cleanliness
 - Parking
 - Safety





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February 6, 2023**Minority (MWBE) / HUB Outreach Participation Plan:**Our Plan Outline Is:

1. Meet with the Owner to ascertain the MWBE/HUB goals and aspirations for each project.
2. With involvement from the End User and after assessment of the project needs, determine if forming a community outreach committee can benefit the project outreach and relationship needs.
3. Structure the breakdown of bid packages in a way that will enhance MWBE/HUB firm participation at multiple tier levels.
4. Plan and advertise MWBE/HUB “informal sessions” for interested companies. The purpose of this “informal session” will be to:
 - A. Demonstrate and clearly emphasize the MWBE/HUB inclusion;
 - B. Educate potential contractors on the project, agencies involved, and the project requirements including project sequencing, project schedule, prequalification process, bidding requirements, bid forms, and contract requirements;
 - C. Explain the relationships and cite examples of when it is beneficial to be a second or third tier subcontractor.
 - D. Encourage/Educate MWBE/HUB’s on partnering, teaming, joint venturing, and other opportunities.
 - E. Educate and walk through the Vannoy prequalification process and 1st. tier bidder selection and notification; and
 - F. Provide one-on-one assistance in filling out prequalification forms.
 - G. Advertise bid packages (use venues that target MWBE/HUB firms and Owner preferences);
5. Make drawings and documents available to MWBE/HUB contractors at no charge and/or refundable deposit.
6. Conduct Pre-Bid Meetings
 - A. Provide particular emphasis on MWBE/HUB requirements and encourage MWBE/HUB involvement at multiple levels to the 1st. tier bidders; and
 - B. Host a reception and invite potential 2nd tier and 3rd tier MWBE/HUB subcontractors to meet 1st. tier bidders as part of the Pre-Bid meeting.
7. If needed, meet with MWBE/HUB to walk through how to fill out bid forms.
8. Conduct scope review meetings with all apparent low bidders with particular emphasis on MWBE/HUB subcontractor involvement.
9. Consider Early Payment Program for MWBE/HUB firms needing assistance.
10. Give Bond Assistance
 - A. Assist with making connections in the bonding community; and
 - B. Evaluate placement of MWBE/HUB firms in Sub Guard.
11. Offer joint checking with supplier firms to help with procurement.
12. Serve as an ongoing resource to MWBE/HUB’s for contacts, info, etc. to 1st. tier subcontractors. Continually emphasizing and encouraging MWBE/HUB involvement at multiple contracting tier levels.
13. Track, report, and hold 1st. tier subcontractors accountable for meeting MWBE/HUB goal commitments at bid time and verify proof of involvement by payment records to MWBE/HUB subcontractors. Proactively project status of payments against goals to assure 1st. tier subcontractors are on track to keep their commitments.

14. When job is completed, offer post-construction review to determine how effective we were.

WE ARE PROJECTING 30% MWBE SPEND FOR THE EAST ELEMENTARY SCHOOL PROJECT – REFER TO EXHIBIT 9 GMP
COVER SHEET



Printed on Wed Jun 21, 2023 at 09:33 am EDT

Job #: 231049 UCPS East Elementary
 515 Elizabeth Ave
 Monroe, North Carolina 28112

East Elementary 100% Set - Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
CI	COVER SHEET VOLUME I	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
CII	Cover Sheet, Volume II	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
G-001	PROJECT INFORMATION - DRAWING INDEX	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
G-002	SHEET INDEX	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
G-003	NC APPENDIX B- BUILDING I	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
G-004	NC APPENDIX B- BUILDING II	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
G-005	COMCHECK	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
G-101	LIFE SAFETY PLAN- LEVEL 1	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
G-101.1	LIFE SAFETY RCP - LEVEL 1	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
G-102	LIFE SAFETY PLAN- LEVEL 2	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
G-102.1	LIFE SAFETY RCP - LEVEL 2	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
G-103	PLUMBING FIXTURE CALCULATIONS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
Civil					
C-000	COVER SHEET	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
C-001	SITE SURVEY	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
C-100	SITE DEMO PLAN	1	04/20/2023	04/20/2023	100% Bid Documents Addendum #2 (04/20/23)
C-200	SITE LAYOUT PLAN	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
C-201	SITE UTILITY PLAN	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
C-300	EROSION AND SEDIMENT CONTROL PHASE 1	2	04/20/2023	04/20/2023	100% Bid Documents Addendum #2 (04/20/23)
C-301	EROSION AND SEDIMENT CONTROL PHASE 2	2	04/20/2023	04/20/2023	100% Bid Documents Addendum #2 (04/20/23)
C-302	EROSION AND SEDIMENT CONTROL PHASE 3	2	04/20/2023	04/20/2023	100% Bid Documents Addendum #2 (04/20/23)
C-303	EROSION AND SEDIMENT CONTROL PHASE 4	2	04/20/2023	04/20/2023	100% Bid Documents Addendum #2 (04/20/23)
C-400	GRADING PLAN	2	04/20/2023	04/20/2023	100% Bid Documents Addendum #2 (04/20/23)
C-401	STORM PROFILES	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
C-402	STORM PROFILES	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
C-403	STORM PROFILES	0	04/13/2023	04/13/2023	100% Bid Documents Addendum #1



Printed on Wed Jun 21, 2023 at 09:33 am EDT

Job #: 231049 UCPS East Elementary
515 Elizabeth Ave
Monroe, North Carolina 28112

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					(04/13/23)
C-500	SITE DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
C-501	SITE DETAILS	1	04/20/2023	04/20/2023	100% Bid Documents Addendum #2 (04/20/23)
C-502	UTILITY DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
C-503	EROSION DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
C-504	EROSION DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
Landscape					
L-100	LANDSCAPE PLAN	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
L-101	LANDSCAPE NOTES AND DETAILS	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
Architectural					
A-001	CONSTRUCTION SUBSYSTEMS	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-002	PARTITION TYPES	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-003	PARTITION DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-004	UL ASSEMBLIES	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-010	ACCESSORY ITEM TYPES AND MOUNTING HEIGHTS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-051	ARCHITECTURAL SITE PLAN	2	04/20/2023	04/20/2023	100% Bid Documents Addendum #2 (04/20/23)
A-052	MONUMENTAL SIGN	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
A-053	ENLARGED SITE PLANS & DETAILS	1	04/20/2023	04/20/2023	100% Bid Documents Addendum #2 (04/20/23)
A-110	FLOOR PLAN - LEVEL 1 - OVERALL	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-111.1	FLOOR PLAN - LEVEL 1 - AREA A	2	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-111.2	FLOOR PLAN - LEVEL 1 - AREA A - DIM	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-111.3	FLOOR PLAN - LEVEL 1 - AREA A - EOS	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-112.1	FLOOR PLAN - LEVEL 1 - AREA B	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-112.2	FLOOR PLAN - LEVEL 1 - AREA B - DIM	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-112.3	FLOOR PLAN - LEVEL 1 - AREA B - EOS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-113.1	FLOOR PLAN - LEVEL 1 - AREA C	2	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-113.2	FLOOR PLAN - LEVEL 1 - AREA C - DIM	2	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-113.3	FLOOR PLAN - LEVEL 1 - AREA C - EOS	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
A-114.1	FLOOR PLAN - LEVEL 1 - AREA D	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1



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					(04/13/23)
A-114.2	FLOOR PLAN - LEVEL 1 - AREA D - DIM	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-114.3	FLOOR PLAN - LEVEL 1 - AREA D - EOS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-120	LEVEL 2 - OVERALL	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-122.1	FLOOR PLAN - LEVEL 2 - AREA B	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-122.2	FLOOR PLAN - LEVEL 2 - AREA B - DIM	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-122.3	FLOOR PLAN - LEVEL 2 - AREA B - EOS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-123.1	FLOOR PLAN - LEVEL 2 - AREA C	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-123.2	FLOOR PLAN - LEVEL 2 - AREA C - DIM	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-123.3	FLOOR PLAN - LEVEL 2 - AREA C - EOS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-150	ROOF PLAN - OVERALL	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
A-151	ROOF PLAN - AREA A	2	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-152	ROOF PLAN - AREA B	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
A-153	ROOF PLAN - AREA C	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
A-154	ROOF PLAN - AREA D	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
A-155	ROOF DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-156	ROOF DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-161	CANOPY PLANS & SECTION	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-162	CANOPY PLANS & SECTION	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-163	CANOPY PLANS & SECTION	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-210	REFLECTED CEILING PLAN - LEVEL 1 - OVERALL	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-211	REFLECTED CEILING PLAN - LEVEL 1 - AREA A	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-212	REFLECTED CEILING PLAN - LEVEL 1 - AREA B	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-213	REFLECTED CEILING PLAN - LEVEL 1 - AREA C	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-214	REFLECTED CEILING PLAN - LEVEL 1 - AREA D	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-220	REFLECTED CEILING PLAN - LEVEL 2 - OVERALL	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-222	REFLECTED CEILING PLAN - LEVEL 2 - AREA B	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-223	REFLECTED CEILING PLAN - LEVEL 2 - AREA C	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-224	ENLARGED CEILINGS	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
A-250	OVERALL BUILDING ELEVATIONS	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
A-251	BUILDING ELEVATIONS - AREA A	2	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-252	BUILDING ELEVATIONS - AREAS B & C	2	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-253	BUILDING ELEVATIONS - AREA D	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1



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A-254	BUILDING ELEVATIONS - ENLARGED	2	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-255	BUILDING ELEVATIONS - ENLARGED	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-300	BUILDING SECTIONS - OVERALL	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-301	BUILDING SECTIONS - AREA A	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-302	BUILDING SECTIONS - AREAS B&C	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-303	BUILDING SECTIONS - AREA D	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-310	WALL SECTIONS - AREA A	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-311	WALL SECTIONS - AREA A	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-312	WALL SECTIONS - AREA B	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-313	WALL SECTIONS - AREA C	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-314	WALL SECTIONS - AREAS C/D	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-400	ENLARGED STAIR PLANS AND SECTIONS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-401	ENLARGED STAIR - MAIN LOBBY	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-402	ENLARGED RAMP PLANS AND SECTIONS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-403	STAIR AND RAILING DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-404	ENLARGED ELEVATOR PLANS AND SECTIONS	0	04/20/2023	04/20/2023	100% Bid Documents Addendum #2 (04/20/23)
A-410	ENLARGED TOILET ROOM PLANS AND ELEVATIONS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-411	ENLARGED TOILET ROOM PLANS AND ELEVATIONS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-412	ENLARGED TOILET ROOM PLANS AND ELEVATIONS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-413	ENLARGED PRE-K/KINDER CLASSROOM PLANS AND ELEVATIONS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-414	ENLARGED FIRST GRADE CLASSROOM PLANS AND ELEVATIONS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-415	ENLARGED SECOND GRADE CLASSROOM PLANS AND ELEVATIONS	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-416	ENLARGED THIRD GRADE CLASSROOM AND ELEVATION	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-417	ENLARGED FOURTH GRADE PLANS AND ELEVATIONS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-418	ENLARGED FIFTH GRADE CLASSROOM AND ELEVATIONS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-419	ENLARGED EC CLASSROOM PLANS AND ELEVATIONS	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-420	ENLARGED HEALTH SCIENCES CLASSROOM PLANS AND ELEVATION	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-421	ENLARGED ART PLANS AND ELEVATIONS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-422	ENLARGED MEDIA PLANS AND ELEVATIONS	1	04/20/2023	04/20/2023	100% Bid Documents Addendum #2 (04/20/23)
A-423	ENLARGED ADMINISTRATION PLANS AND ELEVATIONS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-424	ENLARGED MULTIPURPOSE AND DINING PLANS	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1



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A-425	ENLARGED MULTIPURPOSE ELEVATIONS	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-426	ENLARGED TEACHER WORKROOM PLANS AND ELEVATIONS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-427	ENLARGED MAIN LOBBY STAIR ELEVATIONS	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-500	EXTERIOR WALL PLAN DETAILS	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-501	EXTERIOR WALL PLAN DETAILS	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-502	EXTERIOR WALL PLAN DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-505	EXPANSION JOINT PLAN DETAILS	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-506	EXPANSION JOINT SECTION DETAILS	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-507	EXTERIOR WALL SECTION DETAILS - PARAPET	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-508	EXTERIOR WALL SECTION DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-509	EXTERIOR WALL SECTION DETAILS - FOUNDATION	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-510	EXTERIOR WALL SECTION DETAILS	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
A-530	INTERIOR CEILING DETAILS	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-531	INTERIOR DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-600	SECURITY & DOOR HARDWARE COORDINATION	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-601	SECURITY & DOOR HARDWARE COORDINATION	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-602	DOOR SCHEDULE & LEGEND & HOLLOW METAL ELEVATIONS	2	04/20/2023	04/20/2023	100% Bid Documents Addendum #2 (04/20/23)
A-611	STOREFRONT ELEVATIONS	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-612	CURTAIN WALL ELEVATIONS	2	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-613	HEAD, JAMB, & SILL DETAILS - EXTERIOR	1	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-614	HEAD, JAMB, & SILL DETAILS - EXTERIOR	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-615	HEAD, JAMB, & SILL DETAILS - EXTERIOR	1	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-616	HEAD, JAMB & SILL DETAILS - EXTERIOR	2	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-617	HEAD, JAMB & SILL DETAILS - INTERIOR	1	04/20/2023	04/20/2023	100% Bid Documents Addendum #2 (04/20/23)
A-618	HEAD, JAMB & SILL DETAILS - INTERIOR	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-619	THRESHOLD DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-701	INTERIOR ELEVATIONS-CORRIDORS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-702	INTERIOR ELEVATIONS-CORRIDORS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)



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A-703	INTERIOR ELEVATIONS-CORRIDORS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-730	CASEWORK TYPE SCHEDULE AND NOTES	1	04/20/2023	04/20/2023	100% Bid Documents Addendum #2 (04/20/23)
A-731	CABINET DETAILS - CASEWORK	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-740	ENLARGED MILLWORK PLANS, ELEVATIONS	1	04/20/2023	04/20/2023	100% Bid Documents Addendum #2 (04/20/23)
A-741	MILLWORK DETAILS	1	04/20/2023	04/20/2023	100% Bid Documents Addendum #2 (04/20/23)
A-750	INTERIOR FINISHES & ROOM FINISH SCHEDULE	1	04/20/2023	04/20/2023	100% Bid Documents Addendum #2 (04/20/23)
A-810	FINISH PLAN LEVEL 1 - OVERALL	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-811	FINISH PLAN- LEVEL 1 - AREA A	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-812	FINISH PLAN- LEVEL 1 - AREA B	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-813	FINISH PLAN- LEVEL 1 - AREA C	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-814	FINISH PLAN- LEVEL 1 - AREA D	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-820	FINISH PLAN LEVEL 2 - OVERALL	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-822	FINISH PLAN- LEVEL 2 - AREA B	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-823	FINISH PLAN- LEVEL 2 - AREA C	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-830	ENLARGED FINISH PLAN	0	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
A-910	SIGNAGE SCHEDULE	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-911	SIGNAGE PLAN - LEVEL 1 - AREA A	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-912	SIGNAGE PLAN LEVEL 1 - AREA B	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-913	SIGNAGE PLAN LEVEL 1 - AREA C	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-914	SIGNAGE PLAN LEVEL 1 - AREA D	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-922	SIGNAGE PLAN LEVEL 2 - AREA B	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-923	SIGNAGE PLAN LEVEL 2 - AREA C	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-924	SIGNAGE ELEVATIONS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-925	INTERIOR GRAPHICS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-1000	EXTERIOR RENDERINGS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
A-1001	INTERIOR RENDERINGS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
Structural					
S-100	GENERAL NOTES	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
S-101	FOUNDATION PLAN	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
S-102	2nd FLOOR AND LOW ROOF FRAMING PLAN	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
S-103	ROOF FRAMING PLAN	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
S-201	FOUNDATION PLAN - AREA A	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
S-202	FOUNDATION PLAN -AREA B	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1



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S-203	FOUNDATION PLAN - AREA C	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
S-204	FOUNDATION PLAN - AREA D	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
S-211	LOW ROOF FRAMING PLAN - AREA A	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
S-212	2nd FLOOR FRAMING PLAN - AREA B	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
S-213	2nd FLOOR FRAMING PLAN - AREA C	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
S-214	ROOF FRAMING PLAN - AREA D	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
S-221	ROOF FRAMING PLAN - AREA A	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
S-222	ROOF FRAMING PLAN - AREA B	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
S-223	ROOF FRAMING PLAN - AREA C	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
S-301	FOUNDATION SECTIONS & DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
S-302	FOUNDATION SECTIONS & DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
S-303	FOUNDATION SECTIONS & DETAILS	2	04/20/2023	04/20/2023	100% Bid Documents Addendum #2 (04/20/23)
S-304	FOUNDATION SECTIONS & DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
S-401	FRAMING SECTIONS & DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
S-402	FRAMING SECTIONS & DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
S-403	FRAMING SECTIONS & DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
S-404	FRAMING SECTIONS & DETAILS	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
S-405	FRAMING SECTIONS & DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
S-406	FRAMING SECTIONS & DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
S-407	FRAMING SECTIONS & DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
S-501	BRACE FRAME ELEVATIONS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
S-601	STRUCTURAL SCHEDULES	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
S-602	STRUCTURAL SCHEDULES	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
SI-001	STATEMENT & SCHEDULE OF SPECIAL INSPECTIONS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
SI-002	STATEMENT & SCHEDULE OF SPECIAL INSPECTIONS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
Foodservice					
FS.01	FOODSERVICE EQUIPMENT PLAN	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
FS.02	FOOD SERVICE EQUIPMENT SCHEDULE	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
FS.03	FOOD SERVICE PLUMBING PLAN	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
FS.04	FOOD SERVICE ELECTRICAL PLAN	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
FS.05	FOOD SERVICE UDS DETAILS	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
FS.06	FOOD SERVICE UDS DETAILS	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
FS.07	FOOD SERVICE COLD STORAGE DETAILS	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
FS.08	FOOD SERVICE DETAILS	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)



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Job #: 231049 UCPS East Elementary
515 Elizabeth Ave
Monroe, North Carolina 28112

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Mechanical					
M-100	MECHANICAL LEGEND & GENERAL NOTES	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
M-101	MECHANICAL PLAN - ZONING	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
M-102	MECHANICAL VENTILATION CALCULATIONS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
M-103	MECHANICAL SCHEDULES	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
M-104	MECHANICAL SCHEDULES	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
M-105	MECHANICAL COMCHECK	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
M-200A	FIRST FLOOR PLAN - AREA A - AIR DISTRIBUTION	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
M-200B	FIRST FLOOR PLAN - AREA B - AIR DISTRIBUTION	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
M-200C	FIRST FLOOR PLAN - AREA C - AIR DISTRIBUTION	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
M-200D	FIRST FLOOR PLAN - AREA D - AIR DISTRIBUTION	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
M-201B	SECOND FLOOR PLAN - AREA B - AIR DISTRIBUTION	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
M-201C	SECOND FLOOR PLAN - AREA C - AIR DISTRIBUTION	2	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
M-202	MECHANICAL ROOF PLAN	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
M-300A	FIRST FLOOR PLAN - AREA A - HYDRONICS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
M-300B	FIRST FLOOR PLAN - AREA B - HYDRONICS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
M-300C	FIRST FLOOR PLAN - AREA C - HYDRONICS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
M-300D	FIRST FLOOR PLAN - AREA D - HYDRONICS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
M-301	SECOND FLOOR PLAN - HYDRONICS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
M-400	ENLARGED MECHANICAL ROOM	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
M-401	ENLARGED MECHANICAL ROOM	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
M-500	MECHANICAL SCHEMATICS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
M-501	MECHANICAL DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
M-502	MECHANICAL DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
M-503	MECHANICAL DETAILS	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
M-504	MECHANICAL DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
M-600	MECHANICAL CONTROL SCHEMATICS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
M-601	MECHANICAL CONTROL SCHEMATICS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
M-602	MECHANICAL CONTROL SCHEMATICS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
UM-100	GEO THERMAL SITE PLAN	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
UM-101	GEO THERMAL DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
Plumbing					
P-100	PLUMBING LEGEND AND DETAILS	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
P-101	PLUMBING DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
P-200A	UNDERSLAB PLAN - AREA A - PLUMBING	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)



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Job #: 231049 UCPS East Elementary
515 Elizabeth Ave
Monroe, North Carolina 28112

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
P-200B	UNDERSLAB PLAN - AREA B - PLUMBING	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
P-200C	UNDERSLAB PLAN - AREA C - PLUMBING	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
P-200D	UNDERSLAB PLAN - AREA D - PLUMBING	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
P-201A	FIRST FLOOR PLAN - AREA A - PLUMBING	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
P-201B	FIRST FLOOR PLAN - AREA B - PLUMBING	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
P-201C	FIRST FLOOR PLAN - AREA C - PLUMBING	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
P-201D	FIRST FLOOR PLAN - AREA D - PLUMBING	1	04/13/2023	04/13/2023	100% Bid Documents Addendum #1 (04/13/23)
P-202B	SECOND FLOOR PLAN - AREA B - PLUMBING	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
P-202C	SECOND FLOOR PLAN - AREA C - PLUMBING	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
P-300	ENLARGED KITCHEN PLANS	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
P-301	ENLARGED ELECTRICAL YARD PLANS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
P-302	ROOF PLAN	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
P-400A	WASTE AND VENT RISER DIAGRAM	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
P-400B	WASTE AND VENT RISER DIAGRAM	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
P-400C	WASTE AND VENT RISER DIAGRAM	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
P-400D	WASTE AND VENT RISER DIAGRAM	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
P-401	GREASE WASTE AND VENT RISER DIAGRAM	1	03/29/2023	03/29/2023	100% Bid Documents (03/22/23)
Fire Protection					
FP-100	FIRE PROTECTION - LEGEND AND DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
FP-201	FIRST AND SECOND FLOOR PLAN - FIRE PROTECTION	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
Electrical					
E-001	ELECTRICAL LEGEND	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-002	ELECTRICAL SCHEDULES	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-003	UL PENETRATION DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-004	UL PENETRATION DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-005	COMCHECK- ELEMENTARY SCHOOL	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-101	SITE UTILITIES PLAN	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-102	SITE LIGHTING PLAN	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-110	LEVEL 1 - OVERALL INTERCONNECTION PLAN	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-120	LEVEL 2 - OVERALL INTERCONNECTION PLAN	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-210A	FLOOR PLAN - LEVEL 1 - AREA A - LIGHTING	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-210B	FLOOR PLAN - LEVEL 1 - AREA B - LIGHTING	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-210C	FLOOR PLAN - LEVEL 1 - AREA C - LIGHTING	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-210D	FLOOR PLAN - LEVEL 1 - AREA D - LIGHTING	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-220B	FLOOR PLAN - LEVEL 2 - AREA B - LIGHTING	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-220C	FLOOR PLAN - LEVEL 2 - AREA C - LIGHTING	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)



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Job #: 231049 UCPS East Elementary
 515 Elizabeth Ave
 Monroe, North Carolina 28112

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E-310A	FLOOR PLAN - LEVEL 1 - AREA A - POWER	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-310B	FLOOR PLAN - LEVEL 1 - AREA B - POWER	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-310C	FLOOR PLAN - LEVEL 1 - AREA C - POWER	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-310D	FLOOR PLAN - LEVEL 1 - AREA D - POWER	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-320B	FLOOR PLAN - LEVEL 2 - AREA B - POWER	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-320C	FLOOR PLAN - LEVEL 2 - AREA C - POWER	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-330A	ROOF PLAN - AREA A - POWER	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-330C	ROOF PLAN - AREA C - POWER	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-410A	FLOOR PLAN - LEVEL 1 - AREA A - SYSTEMS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-410B	FLOOR PLAN - LEVEL 1 - AREA B - SYSTEMS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-410C	FLOOR PLAN - LEVEL 1 - AREA C - SYSTEMS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-410D	FLOOR PLAN - LEVEL 1 - AREA D - SYSTEMS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-420B	FLOOR PLAN - LEVEL 2 - AREA B - SYSTEMS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-420C	FLOOR PLAN - LEVEL 2 - AREA C - SYSTEMS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-510A	FLOOR PLAN - LEVEL 1 - AREA A - FIRE ALARM	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-510B	FLOOR PLAN - LEVEL 1 - AREA B - FIRE ALARM	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-510C	FLOOR PLAN - LEVEL 1 - AREA C - FIRE ALARM	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-510D	FLOOR PLAN - LEVEL 1 - AREA D - FIRE ALARM	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-520B	FLOOR PLAN - LEVEL 2 - AREA B - FIRE ALARM	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-520C	FLOOR PLAN - LEVEL 2 - AREA C - FIRE ALARM	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-600	SECURITY SITE PLAN	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-610	FLOOR PLAN - LEVEL 1 - SECURITY	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-620	FLOOR PLAN - LEVEL 2 - SECURITY	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-701	ENLARGED ELECTRICAL PLANS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-702	ENLARGED PLANS - KITCHEN	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-801	ELECTRICAL RISER DIAGRAM	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-802	SYSTEMS RISER DIAGRAMS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-803	FIRE ALARM RISER DIAGRAMS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-804	SECURITY RISER DIAGRAMS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-805	AUDIO VISUAL BLOCK DIAGRAMS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-901	ELECTRICAL SITE DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-902	ELECTRICAL DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-903	ELECTRICAL DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-904	ELECTRICAL DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-905	LIGHTING DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-906	LIGHTING DETAILS	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-907	TELECOMMUNICATION DETAIL	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-908	TELECOMMUNICATION DETAIL	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)



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Job #: 231049 UCPS East Elementary
515 Elizabeth Ave
Monroe, North Carolina 28112

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E-1001	PANEL SCHEDULES	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-1002	PANEL SCHEDULES	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)
E-1003	PANEL SCHEDULES	0	03/22/2023	03/22/2023	100% Bid Documents (03/22/23)

Bond Number 107848009

PERFORMANCE BOND**IT IS HEREBY AGREED** that

(Insert full name and address of Contractor)

James R. Vannoy & Sons Construction Company, Inc.
1608 U.S. Highway 221 North
Jefferson, NC 28640

as Principal, hereinafter called Contractor, and,

(Insert full name and address of Surety)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

as Surety, hereinafter called Surety, are held and firmly bound unto the

Union County Board of Education
400 N. Church Street
Monroe, NC 28112

as Obligee, hereinafter called Owner, in the amount of Thirty Nine Million Three Hundred
Thirty Eight Thousand Nine Hundred Sixty Six and 00/100----- Dollars (\$39,338,966.00-----), for the
payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these obligations.

WHEREAS, Contractor has by written agreement dated June 6, 2023, entered
into a contract with Owner for the construction of

(Insert the name of the Project)

East Elementary School

in accordance with Drawings and Specifications prepared by

(Insert full name and address of Architect/Engineer)

LS3P Associates Ltd
277 W. Trade Street, Suite 700
Charlotte, NC 28202

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor
shall promptly and faithfully perform said Contract, then this obligation shall be null and void;
otherwise it shall remain in full force and effect. The Surety hereby waives notice of any
alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default, under the Contract, the
Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the
default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and
conditions, and upon determination by Surety of the lowest responsible bidder, or, if the
Owner elects, upon determination by the Owner and the Surety jointly of the lowest

responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of any applicable statute of limitations under the Contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 21st day of June 20 23.

PRINCIPAL

[Affix corporate seal]

James R. Vannoy & Sons Construction Company, Inc.

(Name) James Will Vannoy

(Title) James Will Vannoy - Vice President

Cheryl Little
(Witness)

SURETY

[Affix corporate seal]

Travelers Casualty and Surety Company of America

(Name) Angela D. Ramsey

(Title) Angela D. Ramsey, Attorney-In-Fact

Jennifer C. Hoehn
(Witness) Jennifer C. Hoehn

Bond Number 107848009

LABOR AND MATERIAL PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE
OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

IT IS HEREBY AGREED that (Insert full name and address of Contractor)

James R. Vannoy & Sons Construction Company, Inc.
1608 U.S. Highway 221 North
Jefferson, NC 28640

as Principal, hereinafter called "Principal," and, (Insert full name and address of Surety)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

as Surety, hereinafter called "Surety," are held and firmly bound unto the

Union County Board of Education
400 N. Church Street
Monroe, NC 28112

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Thirty Nine Million Three Hundred Thirty Eight Thousand Nine Hundred Sixty Six and 00/100 Dollars (\$39,338,966.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these obligations.

WHEREAS, Principal has by written agreement dated June 6, 20 23,
entered into a contract with Owner for the construction of (Insert the name of the Project)

East Elementary School

in accordance with Drawings and Specifications prepared by (Insert full name and address of Architect/Engineer)

LS3P Associates Ltd
277 W. Trade Street, Suite 700
Charlotte, NC 28202

which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days, after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is

made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail; postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 21st day of June 20 23.

PRINCIPAL

[Affix corporate seal]

Cheryl Little
(Witness)

James R. Vannoy & Sons Construction Company, Inc.

(Name) James Will Vannoy

(Title) James Will Vannoy - Vice President

SURETY

[Affix corporate seal]

Jennifer C. Hoehn
(Witness) Jennifer C. Hoehn

Travelers Casualty and Surety Company of America

(Name) Angela D. Ramsey

(Title) Angela D. Ramsey, Attorney-In-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Angela D. Ramsey of Charlotte, NC, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: 107848009

OR

Project Description: East Elementary School

Principal: James R. Vannoy & Sons Construction Company, Inc.

Obligee: Union County Board of Education

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

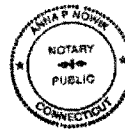
By:
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21st day of June, 2023.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



UNION COUNTY PUBLIC SCHOOLS
EAST ELEMENTARY
MONROE, NORTH CAROLINA

Contact: Trevor Otlewski
Date: 5/24/2023
Total SF: 88,781

GUARANTEED MAXIMUM PRICE (GMP) PRESENTATION

WORK TRADE DESCRIPTION:	TOTAL:	SUBCONTRACTOR	MWBE %	MWBE \$
1 BUILDING DEMOLITION	\$ 392,000	DH GRIFFIN	0%	\$ -
2 SITEWORK	\$ 4,954,357	LT HEDRICK	100%	\$ 4,954,357
3 FENCES AND GATES	\$ 224,437	TRIANGLE FENCE	0%	\$ -
4 LANDSCAPING & IRRIGATION	\$ 270,658	BUSHWACKERS LANDSCAPE	0%	\$ -
5 CONCRETE	\$ 1,499,001	PCM CONSTRUCTION	100%	\$ 1,499,001
6 MASONRY	\$ 2,352,700	OLD NORTHSTATE MASONRY	0%	\$ -
7 STRUCTURAL STEEL & MISC METALS	\$ 2,623,180	ENGINEERED STEEL PRODUCTS	0%	\$ 570,200
8 GENERAL TRADES	\$ 918,837	CMAR	0%	\$ -
9 PHASING, SEQUENCING, & LOGISTICS	\$ 412,480	CMAR	0%	\$ -
10 FINISH CARPENTRY, MILLWORK, CASEWORK & SOLID SURFACE TOPS	\$ 392,735	CAROCRAFT	0%	\$ -
11 CAULKING AND SEALANTS	\$ 296,141	TAYLOR INTERIORS	100%	\$ 296,141
12 BUILDING EXPANSION JOINTS	\$ 45,400	RKM	0%	\$ -
13 EXTERIOR METAL PANELS	\$ 712,970	KISTLER MCDUGAL	0%	\$ -
14 ROOFING SYSTEMS	\$ 1,352,995	AAR OF NC	0%	\$ -
15 DOORS, FRAMES, & HARDWARE	\$ 456,065	COOK & BOARDMAN	0%	\$ -
16 OVERHEAD DOORS	\$ 30,000	CMAR	0%	\$ -
17 GLASS & GLAZING SYSTEMS	\$ 825,165	BINSWANGER	31%	\$ 254,140
18 FRAMING, DRYWALL ASSEMBLIES & ACOUSTICAL WALL PANELS	\$ 1,559,907	SOUTHEAST INTERIOR SYSTEMS	100%	\$ 1,559,907
19 ACOUSTICAL CEILINGS	\$ 393,900	BONITZ	0%	\$ -
20 RESILIENT FLOORING & CARPET	\$ 591,885	GARMON FLOORING	100%	\$ 591,885
21 CERAMIC TILE	\$ 169,342	GARMON FLOORING	100%	\$ 169,342
22 PAINTING	\$ 266,720	CHARLOTTE PAINT	20%	\$ 54,000
23 SPECIALTIES	\$ 546,801	WARCO CONSTRUCTION	0%	\$ -
24 MOVING PANEL PARTITIONS	\$ 254,404	MAXSON ASSOCIATES	0%	\$ -
25 CANOPIES & WALKWAY COVERS	\$ 252,496	PEACHTREE PROTECTIVE COVERS	0%	\$ -
26 SIGNAGE	\$ 38,692	MODULEX CAROLINAS	0%	\$ -
27 WINDOW TREATMENTS	\$ 23,026	THE ORIGINAL BLIND MAN	100%	\$ 23,026
28 KITCHEN EQUIPMENT	\$ 445,293	11400 INC	0%	\$ -
29 ELEVATORS	\$ 175,113	THYSSEN KRUPP ELEVATOR	0%	\$ -
30 FIRE SPRINKLERS	\$ 596,850	QUALITY SPRINKLER CO.	0%	\$ -
31 PLUMBING SYSTEMS	\$ 2,997,423	SYLVESTER & COCKRUM	3%	\$ 75,000
32 HVAC & MECHANICAL SYSTEMS	\$ 5,791,071	MCI	7%	\$ 390,000
33 WELL DRILLING FOR GEOTHERMAL SYSTEM	Included in HVAC			
34 ELECTRICAL SYSTEMS	\$ 2,482,300	STELCO	0%	\$ -
35 COMMUNICATIONS AND SECURITY SYSTEMS	Included in Electrical		0%	
36 BUILDING PERMIT FEES	\$ 113,208	CMAR	0%	\$ -
SUBTOTAL COST OF WORK	\$ 34,457,553		30%	\$ 10,437,000
37 GENERAL CONDITIONS	\$ 1,940,611	CMAR		
38 GENERAL LIABILITY	\$ 418,579	CMAR		
39 BUILDER'S RISK INSURANCE	\$ 138,313	CMAR		
40 SUBCONTRACTOR DEFAULT BONDS	\$ 436,778	CMAR		
41 PAYMENT & PERFORMANCE BOND	\$ 317,831	CMAR		
SUBTOTAL	\$ 37,709,664			
42 CM at RISK CONTINGENCY / ESCALATION	\$ 902,943	CMAR		
43 FEE	\$ 1,255,854	CMAR		
SUBTOTAL	\$ 39,868,461			
44 ACCEPTED VE	\$ (529,495)			
45 DESIGN CONTINGENCY	\$ -			
46 OWNER CONTINGENCY	\$ -			
TOTALS:	\$ 39,338,966			



UNION COUNTY PUBLIC SCHOOLS EAST ELEMENTARY

GMP Clarifications

General Requirements

- Pricing is based on the 100% document bid set by LS3P, dated 03/22/2023, updated by Addendum #1 04/13/2023 and Addendum #2 04/20/2023.
- General conditions are included based on a 30 month schedule and required phasing.
- We have included an Allowance for material cost escalation, please refer to line item "CM at Risk Contingency / Escalation".
- We have not included an Allowance for Owner and/or Design Contingency
- We have included costs for a building permit
- A payment and performance bond is included.

Site Construction

- Demolition of existing building(s) is included, to be phased as indicated on plans.
- Removal / abatement of asbestos containing materials (ACM >1%) in the existing building is included, as per ACM survey results.
- Base Bid does not include any replacement of contaminated / unsuitable soils. Refer to Allowance listing.
- Base bid does not include any rock removal or excavation. Additional costs will apply based on quantity / depth of rock encountered. Refer to Allowance listing.
- Temporary stone parking areas and pathways are included during construction.
- Monument sign enclosure and power conduits are included. Digital display signage is assumed to be provided and installed by Owner Vendor.
- Paving pricing is based on the current NC DOT Asphalt Binder index of \$640 dated 05/01/2023. Any increase in this index will necessitate an additional charge for the asphalt paving.
- Roadwork is assumed to be performed during normal working hours. Additional costs for nighttime work are not included at this time.
- We have not included black aluminum fence or masonry columns. Refer to VE fence alternate. All fence material will be black vinyl-coated chainlink material.
- Relocation of existing stone shed is included.
- Foundation drainage is included at playground area only.
- Dumpster gates are included.
- Irrigation system is included for entire site of landscaping.

Structural Work

- 2" rigid insulation is included at perimeter of slab on grade installation.
- 6" of stone are included across the building pad.
- Monument sign masonry surround is included with signage lettering as shown. Digital display is not included, assumed to be by Owner vendor.
- Grouting of hollow metal doorframes in masonry walls is included.
- Spray foam insulation is included as shown for masonry walls.
- Miscellaneous steel support for operable walls and overhead coiling doors is included.



UNION COUNTY PUBLIC SCHOOLS EAST ELEMENTARY

GMP Clarifications

- Steel lintels at mechanical openings are included.

Thermal and Moisture Protection

- Canopy soffit is included, but to meet structural requirements an additional column will be needed at each free standing canopy location (three in total). Costs for additional columns are included in the GMP.
- Foundation dampproofing is included.
- SBS modified bituminous roofing is included, with pre-manufactured bellows expansion joints as identified on drawings.
- Metal panels are included as standard manufacturer colors.
- One roof hatch is included, with crossover ladders to the other roof areas.
- Fifty-Thousand Dollar (50,000) Allowance is included for the entrance perforated metal panel - refer to A4/A-254.

Doors & Windows

- FRP doors are included as shown.
- No double swing restaurant style doors are included, as none were found in the drawings.
- Overhead coiling security grilles at 124 Serving (full height) and at 123 Dishwash (countertop height) are included.
- Curtainwall elevations are included as shown.
- Fire rated glass is included as indicated for door type N.

Finishes

- All window sills are to be painted gypsum or bullnose CMU. No wood or solid surface sills are included.
- PLAM3 wall surround is included at the Platform.
- PLAM1 wall panels are included at the corridor seating on A-703.
- Metal countertops are included at two locations as added in addendum.
- Media center shelving is included as shown to be type B62.1 short open shelf cabinets. (66 each)
- Drywall finishing to a level 4 finish is included throughout.
- Blocking for wall mounted millwork and devices is included where indicated on drawings.
- Acoustical wall panels are included as Armstrong DesignArt Tectum as specified for AWP3-6.
- Acoustical wall panels are included as FYLO wall covering as specified for AWP1-2.
- Patcraft LVTs include hi-moisture content adhesive (99%), Nora sheet vinyl includes adhesive for 95%, and LVT-1 includes industry standard adhesive for 90%.
- CPT1-3, LVT1-6 are included as shown on finish plans.
- Moisture mitigation of the concrete slab is included as needed for flooring areas.
- Tile PTF-1 has been discontinued. Some stock remains, but it is unclear if enough to complete the project. Suggest new finish selection.



UNION COUNTY PUBLIC SCHOOLS EAST ELEMENTARY

GMP Clarifications

- Tile GTW1 is not included, as no selection is shown in the Finish Schedule.
- Schluter strips are included as shown, but additional schluter may be needed where 3x6 pattern tile meets 5x5 pattern tile to provide clean edge / joint. Additional costs may apply if this condition becomes necessary.
- Large format floor tile cannot be sloped to a center drain.
- Painting of exposed ceiling structure is included where noted.
- Wallcovering WCV-1 is included as shown.
- Painting of the elevator doors and frames is included.
- Painting of the dumpster enclosure is included.
- Painting of interior CMU walls is included as shown.
- Painting of any exposed steel lintels is included.

Equipment

- This pricing assumes that all AV devices and equipment (TVs, projectors, projector screens, smart boards, etc) are to be furnished and installed by the Owner. Any blocking needed is included where specifically noted on the plans.
- Residential appliances are not included in this pricing.
- Kitchen equipment is included as per the provided foodservice documents.
- Installation of the Owner provided Paper Towel Dispensers and Soap Dispensers is included.
- TB-1 tack strips are included at the corridors where indicated.
- MB-1 markerboards are included where indicated on floorplans and classroom elevations.
- Corner guards are included as indicated.
- Toilet partitions are included as specified.
- Interior signage is included as shown on provided signage plans.
- Basketball goals and wall pads are included.
- Art Classroom Kiln is included.
- Operable walls are included as specified (Maxson / Modernfold) with a VE alternate to substitute Kwik-Wall. Operable walls are included as manually operated with pass thru door as indicated.
- Pocket Alcoves for Operable Walls will need to increase in size. As currently shown, they are not large enough to house the Operable Walls when in the stacked position.

Furnishings

- Pricing is included for two sets of manually operated stage curtains at the Platform area.
- Window treatments are included as shown.

Special Construction

- Canopies are included as shown, and will require an additional column at each free-standing canopy location (three in total) to meet structural requirements. Costs for additional columns are included in the GMP.



**UNION COUNTY PUBLIC SCHOOLS
EAST ELEMENTARY**

GMP Clarifications

- Wall mounted canopies are included as shown, and the larger 16 ft canopies will require one additional wall anchor and support to meet structural requirements.
- Lighting is not included on aluminum walkway covers / canopies.

Conveying Systems

- Elevator is priced as a 4,000 lb, machine room-less electric traction passenger elevator with two stops.
- Battery powered automatic evacuation option is included.
- Two sets of service car padding is included for freight protection.

Mechanical / Plumbing / Fire Sprinkler

- No fire pump is included for this project.
- Gas piping is included as needed.
- Grease interceptor and solids interceptor are included.
- Hookups for kitchen equipment are included.
- Kitchen hoods, exhausts, grease duct and dishwasher duct are included.
- BAS DDC Controls system is included.
- Geothermal well system is included with all drilling and underground piping as shown.
- Doublewall ductwork is included where shown.
- Start up and commissioning are included on HVAC equipment.
- All plumbing piping, both above and below grade, will be Schedule 40 PVC with the exception of the piping in the kitchen area. Piping in kitchen area will be cast iron.

Electrical

- Communications and Security systems includes the Bogen Intercom system, Bosch Intrusion system, Rath 2-way Voice / Area of Rescue system, and the Emergency Responder Radio Coverage / Bi-Directional Antenna system.
- Rough in for other low voltage AV, data, and telecom systems is included.
- Complete fire alarm system is included.
- Emergency generator is included.
- Use of MC cable as specified in Addendum 02 is included



**UNION COUNTY PUBLIC SCHOOLS
EAST ELEMENTARY
ATTACHMENT 1 - GMP VALUE ENGINEERING LOG**

#:	DESCRIPTION:	VALUE:	ACCEPTED:	PENDING COST:	ACCEPTED COST:	COMMENTS:
NO.1	Seed & straw, with tall fescue, recreation field (area in between & around gravel track) in lieu of furnishing & installing Bermuda Sod	\$ (39,000.00)	YES	\$ -	\$ (39,000.00)	
NO.2	Eliminate aluminum fence & masonry columns. Simplify fence layout & provide vinyl-coated chainlink fence throughout in lieu of aluminum fence.	\$ (208,185.00)	YES	\$ -	\$ (208,185.00)	
NO.3	Substitute copper fabric masonry flashing for a flex stainless steel flashing	\$ (13,500.00)	YES	\$ -	\$ (13,500.00)	
NO.4	Substitute specified Meridian (manufacturer) brick with locally sourced Taylor Clay (manufacturer) product.	\$ (59,300.00)	YES	\$ -	\$ (59,300.00)	
NO.5	Delete engineering requirements for Specification Section 2205500-19 Section 3.28D (Plumbing Scope of Work)	\$ (5,000.00)	YES	\$ -	\$ (5,000.00)	
NO.6	Delete survey requirements for Specification Section 220500-19 Section 3.30B (Plumbing Scope of Work)	\$ (18,000.00)	YES	\$ -	\$ (18,000.00)	
NO.7	Convert underground waste, vent & storm water piping from Cast Iron to Schedule 40 PVC Pipe & PVC/DWV fittings. All areas with the EXCEPTION of the Kitchen. Underground piping at Kitchen should remain Cast Iron.	\$ (53,717.00)	YES	\$ -	\$ (53,717.00)	
NO.8	Convert above ground waste, vent & storm water piping from cast iron to Schedule 40 PVC Pipe & PVC/DWV fittings. All areas with th EXCEPTION of the Kitchen. Piping at Kitchen should remain Cast Iron.	\$ (101,908.00)	YES	\$ -	\$ (101,908.00)	
NO.9	Change finish of walkway covers / canopies, with the EXCEPTION of canopy outside of the Administration Area from 2 coat kynar to class 1 clear anodized, A41 finish. Maintains 5 year warranty.	\$ (30,885.00)	YES	\$ -	\$ (30,885.00)	
TOTAL ACCEPTED VALUE ENGINEERING:					\$ (529,495.00)	



**UNION COUNTY PUBLIC SCHOOLS
EAST ELEMENTARY
ATTACHMENT 2 - ALTERNATE SUMMARY**

SCHEDULE OF ALTERNATES (PER SPECIFICATION SECTION 012300; 3.1)

#:	DESCRIPTION:	VALUE:		UCPS ACCEPTANCE:
NO.1	Remove (2) Classrooms including Pre-Kindergarten Classrooms 308/308.1 and Kindergarten Classrooms 309/309.1 from project including all required construction.	DEDUCT	\$ (389,599)	REJECTED
NO.2	Remove (4) Classrooms including Pre-Kindergarten Classrooms 308/308.1, 306/306.1 and Kindergarten Classrooms 309/309.1, 307/307.1 from project including all required construction.	DEDUCT	\$ (803,428)	REJECTED
NO.3	Furnish and install HDPE pipe in lieu of RCP pipe for the site storm drainage system.	ADD	\$ 20,000	REJECTED
NO.4	Furnish and install fully adhered 60 MIL PVC Roofing System in lieu of SBS Modified Bituminous Roofing System as indicated on Drawings and as described in specifications. Include manufacturer's 20 year warranty and Installer's 2 year warranty.	DEDUCT	\$ (102,800)	REJECTED
NO.5	Furnish and install epoxy-based resinous flooring system in lieu of hard tile in group toilets and restrooms as indicated on Drawings and as described in specifications		PENDING	PENDING
NO.6	Furnish and install urethane-based resinous flooring system in lieu of quarry tile in the kitchen area as indicated on Drawings and as described in specifications.		PENDING	PENDING
NO.7	Furnish and install rectangular duct in lieu of oval duct in concealed areas as indicated on Drawings and as described in specifications. Match width and height of oval duct work indicated. All rectangular medium velocity ductwork is to be constructed of the materials of the minimum weights or gauges as required by the latest SMACNA 4" W.G. Standard. This includes all rectangular ductwork from the discharge of the unit to the inlet of the VAV box.	NA	NO CHANGE	REJECTED
NO.8	Furnish and install aluminum main feeds in lieu of copper as indicated on Drawings and as described in specifications.	DEDUCT	\$ (16,000)	REJECTED
NO.9	Furnish and install aluminum main feeds in lieu of copper for 100 amps and above as indicated on Drawings and as described in specifications.	DEDUCT	\$ (18,000)	REJECTED
NO.10	Furnish and install CAT6A cabling in lieu of CAT6 cabling for Wireless Access Points.	ADD	\$ 16,910	REJECTED



**UNION COUNTY PUBLIC SCHOOLS
EAST ELEMENTARY
ATTACHMENT 3 - OWNER-PREFERRED ALTERNATE SUMMARY**

SCHEDULE OF OWNER-PREFERRED ALTERNATES (PER SPECIFICATION SECTION 012300; 3.2)					
#:	DESCRIPTION:		VALUE:	UCPS ACCEPTANCE:	COMMENTS:
NO.P1	Furnish and install Vanguard Controllers, (no substitutions)	NA	NO CHANGE	NA	Vanguard Controllers Included
NO.P2	Furnish and install Samsung/Hanwha Security Cameras, (no substitutions)	NA	NO CHANGE	NA	Samsung/Hanwha Security Cameras Included
NO.P3	Furnish and install Bosch Security (Keypad and Panel), (no substitutions)	NA	NO CHANGE	NA	Bosch Security Equipment included
NO.P4	Furnish and install Honeywell Card Access System, (no substitutions)	NA	NO CHANGE	NA	Honeywell Card Access System Included
NO.P5	Furnish and install Aiphone Video Doorbell, (no substitutions)	NA	NO CHANGE	NA	Aiphone Video Doorbell Equipment Included
NO.P6	Furnish and install Bogen Intercom, (no substitutions)	NA	NO CHANGE	NA	Bogen Intercom Included
NO. P7	Furnish and install Firelite Fire Alarm System, (no substitutions)	NA	NO CHANGE	NA	Firelite Fire Alarm System Included
NO. P8	Furnish and install the following: A. Door Closers: LCN (no substitutions) B. Locks and Cylinders: Yale (no substitutions) C. Panic Bars: Precision (no substitutions).	ADD	\$ 38,505	ACCEPTED	



**UNION COUNTY PUBLIC SCHOOLS
EAST ELEMENTARY
ATTACHMENT 4 - ALLOWANCE(S) SUMMARY**

SCHEDULE OF ALLOWANCES (PER SPECIFICATION SECTION 012100; 3.3)

#:	Description:	Value:
1	Quantity Allowance: Include 100 CY of General Mass Rock excavation, and disposal offsite	\$ 12,600
2	Quantity Allowance: Include 100 CY of Utility Trench Rock excavation, and disposal offsite	\$ 13,650
3	Quantity Allowance: Include 1000 CY of structural fill / backfill (imported) in place onsite (soil only)	\$ 57,750
4	Quantity Allowance: Include 1000 CY of removal and offsite disposal of unsuitable soils (non-hazardous)	\$ 52,500
5	Quantity Allowance: Include 100 CY of No 57 washed crushed stone	\$ 6,300
6	Quantity Allowance: Include 100 CY of aggregate base course	\$ 4,725
7	Quantity Allowance: Include 100 SY of geosynthetic fabric for foundation bridging of alluvial soils	\$ 1,155
8	Quantity Allowance: Include 500 LF of silt fence	\$ 6,300
9	Unit Cost Allowance: Include 20 units of conduit from the nearest panelboard, outlet box of size and type required, duplex receptacle or single pole switch, (2) #12 AWG plus (1) #12 ground, copper conductors, 20A single pole circuit breaker, in the panel and all connections and mounting, one-way circuit length 100 feet, installed	\$ 998
10	Unit Cost Allowance: Include 20 units of conduit from the nearest data closet, double gang junction box, cover plate, 1 inch conduit and pull and mounting, one-way length 100 feet, installed	\$ 1,313
11	Unit Cost Allowance: Include 3 units of each lighting fixture type below:	\$ 4,069
a	Type K6	
b	Type OWP1	
12	Unit Cost Allowance: Include 5 units of 3/4 inch conduit from the nearest emergency lighting circuit, junction box of size and type required, (2) #12 AWG plus (1) #12 ground, exit sign and mounting, one-way length 100 feet, installed	\$ 1,313
13	Unit Cost Allowance: Include 5 units of Pull Stations, provide conduit from the nearest fire alarm device, outlet box of size and type required, low voltage cabling, programming, device, and mounting, circuit length 100 feet, installed	\$ 4,095
14	Unit Cost Allowance: Include 5 units of Wall Mounted Speaker / Strobes, provide conduit from the nearest fire alarm device, outlet box of size and type required, low voltage cabling, programming, device, and mounting, circuit length 100 feet, installed	\$ 4,620
15	Unit Cost Allowance: Include 5 units of Smoke Detector, provide conduit from the nearest fire alarm device, outlet box of size and type required, low voltage cabling, programming, device, and mounting, circuit length 100 feet, installed	\$ 3,833
16	Unit Cost Allowance: Include 5 units of Duct Detectors, provide conduit from the nearest fire alarm device, outlet box of size and type required, low voltage cabling, programming, device, and mounting, circuit length 100 feet, installed	\$ 6,752
17	Unit Cost Allowance: Include 5 units of Fire Extinguishers and Fire Extinguisher Cabinets	\$ 1,617
TOTAL PROJECT ALLOWANCES:		\$ 183,587






















**UNION COUNTY PUBLIC SCHOOLS
EAST ELEMENTARY
ATTACHMENT 5 - UNIT PRICE SUMMARY**



SCHEDULE OF UNIT PRICES (PER SPECIFICATION SECTION 012200; 3.1)

#:	Description:	Value:	Unit:
1	General Mass Rock Excavation and Disposal Off-Site	\$ 126.00	CY
2	Utility Trench Rock Excavation and Disposal Off-Site	\$ 136.50	CY
3	Structural Fill/Backfill (Imported/Off-Site) In-Place for Replacement of Removed Rock for Unsuitable Soil	\$ 57.75	CY
4	Unsuitable Soil Removal and Disposal Off-Site	\$ 52.50	CY
5	No. 57 Washed Stone	\$ 63.00	CY
6	Aggregate Base Course (ABC)	\$ 47.25	CY
7	Geosynthetic Fabric for Foundation Bridging of Alluvial Soils	\$ 11.55	SY
8	Silt Fence	\$ 12.60	LF
9	Electrical Outlets	\$ 210.00	EA
10	Data Outlets	\$ 525.00	EA
11	Light Fixtures		
a	Type K6	\$ 262.50	EA
b	Type OWP1	\$ 262.50	EA
12	Exit Sign Type X1	\$ 183.75	EA
13	Pull Stations	\$ 819.00	EA
14	Wall-Mounted Speakers/Strobes	\$ 924.00	EA
15	Smoke Detectors	\$ 766.50	EA
16	Duct Detectors	\$ 1,350.30	EA
17	Fire Extinguishers and Fire Extinguisher Cabinets	\$ 323.40	EA

ALLOWANCES

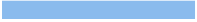
ID	Task Mode	Task Name	Duration	Start	Finish	Timeline																																					
						Half 1, 2023							Half 2, 2023							Half 1, 2024							Half 2, 2024							Half 1, 2025							Half 2, 2025		
						N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
1			EAST ELEMENTARY MILESTONE SCHEDULE	747 days	Wed 12/7/22	Wed 11/19/25																																					
2			PRECONSTRUCTION	81 days	Wed 12/7/22	Wed 3/29/23																																					
3			COST ESTIMATE	39 days	Wed 12/7/22	Mon 1/30/23																																					
4			SUBCONTRACTOR PREQUALIFICATION	70 days	Wed 12/14/22	Tue 3/21/23																																					
5			PROCUREMENT PLANNING	41 days	Wed 1/4/23	Wed 3/1/23																																					
6			VALUE ENGINEERING	40 days	Fri 12/30/22	Thu 2/23/23																																					
7			FINALIZE CONSTRUCTION DOCUMENTS [100% FOR CONSTRUCTION]	24 days	Fri 2/24/23	Wed 3/29/23																																					
8			GMP ASSEMBLY	68 days	Thu 3/30/23	Wed 7/5/23																																					
9			BIDDING PHASE	20 days	Thu 3/30/23	Wed 4/26/23																																					
10			BID OPENING #01	1 day	Wed 4/26/23	Wed 4/26/23																																					
11			BID OPENING #02	1 day	Wed 5/3/23	Wed 5/3/23																																					
12			SCOPE REVIEW - ASSEMBLE IGMP	15 days	Thu 4/27/23	Wed 5/17/23																																					
13			SUBMIT GMP TO UCPS	1 day	Fri 5/19/23	Fri 5/19/23																																					
14			UCPS GMP BOARD APPROVAL	1 day	Tue 6/6/23	Tue 6/6/23																																					
15			AWARD SUBCONTRACTS	20 days	Wed 6/7/23	Wed 7/5/23																																					
16			ONSITE MOBILIZATION, GEOTHERMAL & TEMP PARKING (PHASE 1)	96 days	Mon 6/26/23	Mon 11/13/23																																					
17			UCPS REMOVES TEMPORARY CLASSROOM UNITS	5 days	Mon 6/26/23	Fri 6/30/23																																					
18			JOB FENCE, SIGNAGE, TEMPORARY PROTECTION	5 days	Mon 7/3/23	Mon 7/10/23																																					
19			EROSION CONTROL (INCLUDES DEQ SIGN-OFF)	5 days	Tue 7/11/23	Mon 7/17/23																																					
20			BUILDING DEMOLITION/TEMPORARY DRY-IN	10 days	Tue 7/18/23	Mon 7/31/23																																					
21			GEOTHERMAL WELL DRILLING/WELL FIELD	60 days	Tue 8/1/23	Fri 10/27/23																																					
22			ESTABLISH TEMPORARY PARKING AREA	10 days	Mon 10/30/23	Fri 11/10/23																																					
23			TURNOVER PHASE 1 TEMPORARY PARKING FOR USE	1 day	Mon 11/13/23	Mon 11/13/23																																					
24			SITework & FOUNDATIONS (PHASE 2)	380 days	Mon 10/23/23	Fri 4/25/25																																					
25			MASS GRADING	40 days	Mon 10/23/23	Tue 12/19/23																																					
26			SITE UTILITIES	25 days	Mon 11/13/23	Tue 12/19/23																																					
27			CONCRETE FOUNDATIONS	40 days	Mon 11/20/23	Fri 1/19/24																																					
28			UNDERSLAB PLUMBING	30 days	Mon 1/15/24	Fri 2/23/24																																					
29			UNDERSLAB CONDUIT	30 days	Mon 1/15/24	Fri 2/23/24																																					
30			SITE FENCING & LANDSCAPE	40 days	Fri 2/28/25	Fri 4/25/25																																					
31			STRUCTURE & ENVELOPE (PHASE 2)	205 days	Mon 1/8/24	Thu 10/24/24																																					
32			LOAD BEARING MASONRY	60 days	Mon 1/8/24	Mon 4/1/24																																					
33			FOUNDATION WALLS	20 days	Mon 2/12/24	Fri 3/8/24																																					
34			SLAB ON GRADE	40 days	Mon 3/18/24	Mon 5/13/24																																					
35			STRUCTURAL STEEL	50 days	Tue 4/2/24	Tue 6/11/24																																					
36			EXTERIOR WALL FRAMING	40 days	Tue 5/14/24	Wed 7/10/24																																					
37			BRICK VENEER	70 days	Wed 6/12/24	Thu 9/19/24																																					

ATTACHMENT 6 - MILESTONE SCHEDULE & PRELIMINARY LOGISTICS									
Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			


ID		Task Mode	Task Name	Duration	Start	Finish			Half 1, 2023					Half 2, 2023					Half 1, 2024					Half 2, 2024					Half 1, 2025					Half 2, 2025																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
									N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
38			ROOFING	40 days	Wed 6/19/24	Wed 8/14/24																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						

ATTACHMENT 6 -
MILESTONE SCHEDULE
& PRELIMINARY
LOGISTICS


Task




Project Summary




Manual Task




Start-only




Deadline




Split




Inactive Task




Duration-only




Finish-only




Progress




Milestone




Inactive Milestone




Manual Summary Rollup




External Tasks




Manual Progress




Summary




Inactive Summary



Manual Summary



External Milestone



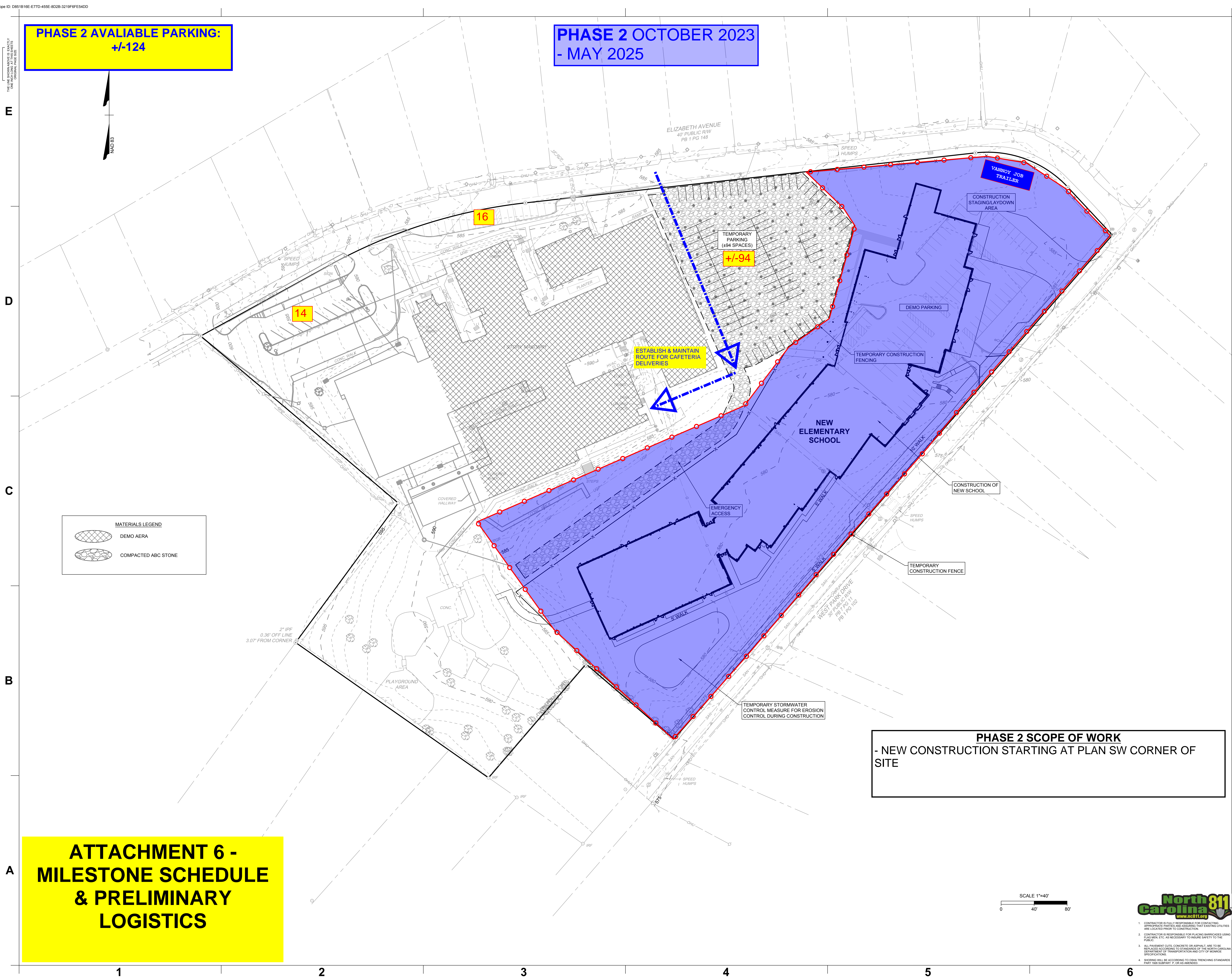
[illegible]

HEET NAME:
PHASING PLAN -
PHASE 2

ORIGINAL SUBMISSION: 10/19/2022

HEET: **C-102**

FOR CONSTRUCTION



North Carolina 811
www.nc811.org

1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES USING FLAG MEN, ETC. AS NECESSARY TO INSURE SAFETY TO THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND CITY OF MONROE SPECIFICATIONS.
4. SHORING WILL BE ACCORDING TO OSHA TRENCHING STANDARDS PART 1926 SUBPART P, OR AS AMENDED.

OF PARKING SPOTS AVAILABLE DAY 1 SCHOOL YEAR 2025 = SEVENTY-THREE (+/-83)

**THIS ROUTE IS ACTIVE
FOR DURATION OF
FALL 2025 SEMESTER
UNTIL BALANCE OF
SITEWORK IS
COMPLETE
(ANTICIPATED
COMPLETION DEC 2025**

PHASE 3 JUNE 2025 - AUGUST 2025 (SUMMER BREAK)

Proposed route for temporary parent drop off at NEW school facility.

DEMOLISH EXISTING
SURFACE LOT &
ISLANDS. PLACE
TEMPORARY STONE
FOR FACULTY
PARKING

+/- 50

VISITOR PARKING
(±38 SPACES)

**NEW
ELEMENTARY
SCHOOL**

TEMPORARY ACCESS DRIVE
FOR PARENT DROP OFF

BEGIN DEMO OF EXISTING SCHOOL AND PARKING STARTING ON WESTERN EN

TEMPORARY CONSTRUCTION
FENCING

STAFF PARKING
(168 SPACES)

EXISTING PLAYGROUND

2" IPF
0.36' OFF LINE
3.07' FROM CORNER

NAD 83

E

D

C

B

A

ATTACHMENT 6 - MILESTONE SCHEDULE & PRELIMINARY LOGISTICS

1

2

3

4

5

6

Union County
Public Schools

LS3P

227 WEST TRADE STREET, SUITE 700
CHARLOTTE, NORTH CAROLINA 28202
TEL. 704.333.6686 FAX. 704.333.2926
WWW.LS3P.COM

TIMMONS GROUP
YOUR VISION ACHIEVED THROUGH OURS

THIS DRAWING PREPARED AT THE
CHARLOTTE OFFICE
610 EAST MOREHEAD STREET, Suite 250
CHARLOTTE, NC 28202
TEL 704.602.8600
FAX 704.376.1076
www.tiffmonis.com

NORTH CAROLINA LICENSE NO. C-1652

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PERMISSION FROM LSSP ASSOCIATES LTD.

UCPS East Elementary School

510 Elizabeth Avenue, Millis, MA 02046

LS3P PROJECT: 9201-215350

[illegible]

SHEET NAME:
PHASING PLAN -
PHASE 3

ORIG 10/19/2022
SUBMISSION:

SHEET: **C-103**

FOR CONSTRUCTION

North Carolina 811
www.nc811.org

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4. SHORING WILL BE ACCORDING TO OSHA TRENCHING STANDARDS PART 1926 SUBPART P, OR AS AMENDED.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Scott Insurance (Knoxville, TN) 10100 Global Way Knoxville TN 37932	CONTACT NAME: Melanie Hackworth PHONE (A/C, No, Ext): 434-832-2295 E-MAIL ADDRESS: mhackworth@scottins.com FAX (A/C, No): 434-455-8851														
INSURED James R. Vannoy & Sons Construction Company, Inc. P.O. Box 635 Jefferson, NC 28640	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: XL Specialty Insurance Company (A+)</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER B: Hartford Fire Ins Company (A+)</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER C: Twin City Fire Insurance Company (A+)</td> <td style="text-align: center;">29459</td> </tr> <tr> <td>INSURER D: Ascot Insurance Company (A)</td> <td style="text-align: center;">23752</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Specialty Insurance Company (A+)	37885	INSURER B: Hartford Fire Ins Company (A+)	19682	INSURER C: Twin City Fire Insurance Company (A+)	29459	INSURER D: Ascot Insurance Company (A)	23752	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 797434109**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: </div> <div> <input type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>			14UENOE0028	4/1/2023	4/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
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	\$																				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY </div> <div> <input type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>			14UENOE0029	4/1/2023	4/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US00090305LI23A	4/1/2023	4/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$								
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AGGREGATE	\$ 10,000,000																				
	\$																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	14WEOE0027	4/1/2023	4/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			
D	Builders Risk Contractors Equipment			IMMA2310001644	4/1/2023	4/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Reporting Limit Leased/Rented</td> <td style="text-align: right;">\$50,000,000 \$800,000</td> </tr> </table>	Reporting Limit Leased/Rented	\$50,000,000 \$800,000												
Reporting Limit Leased/Rented	\$50,000,000 \$800,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: East Elementary School, 515 Elizabeth Avenue, Monroe NC 28112
 Builders Risk Reporting Limit \$39,338,966

CERTIFICATE HOLDER**CANCELLATION**

Union County Public Schools
 400 N. Church Street
 Monroe NC 28112

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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