

**CONTRACT DOCUMENTS**

FOR

**HISTORIC JARVISBURG COLORED SCHOOL  
SCHOOL IMPROVEMENTS & SITE WORK (PHASE 2)**

7302 Caratoke Hwy, Jarvisburg, NC

October 29, 2012



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## **NOTICE TO BIDDERS**

Sealed bids will be received until 3:00pm on November 21, 2012 at the Currituck County Engineer's Office, Currituck County Courthouse, 153 Courthouse Road, Suite 302 Currituck, NC 27929, for the following project:

**Historic Jarvisburg Colored School**  
**School Improvements & Site Work (Phase 2)**  
**7302 Caratoke Hwy, Jarvisburg, NC**

The project includes the addition of HVAC, fire and security system, lighting, signage, and handicap ramp to the school building. Obtain plans from or direct questions to:

Eric T. Weatherly, P.E., County Engineer  
Or  
Michelle Perry, E.I.T., Engineer Technician  
Phone (252) 232-6034  
[Michelle.Perry@CurrituckCountyNC.gov](mailto:Michelle.Perry@CurrituckCountyNC.gov)

This will be an informal bid. The bids will be evaluated and contract will be awarded in accordance with the statutory requirements. All bidders must meet the licensing requirements under Chapter 87 of the N.C. General Statutes. Small Business Entities, Women Owned Businesses and Minority Owned Businesses are encouraged to submit bids. The County reserves the right to reject any and all bids and to accept such bids as appears in its judgment to be in the best interest of the County. The County reserves the right to waive any informality.

## INSTRUCTIONS TO BIDDERS

October 29, 2012

Scope of work shall include:

- Entrance Signage
  - Ramp
  - HVAC System
  - Fire Alarm System
  - Security System
  - Lighting
  - Minor repair/improvements inside school
  - Re-paint the entire outside front elevation of the school building
- 
- All bidders must meet the licensing requirements under Chapter 87 of the N.C. General Statutes.
  - Contractor is responsible for visiting site and understanding scope of work.
  - **PLEASE NOTE THE SPECIAL INSTRUCTIONS ON PAGE 5. THE SPECIAL INSTRUCTIONS SUPERSEDE THE PLANS AND SPECIFICATIONS.**
  - The attached Independent Contractors Agreement will be executed between the Owner and the Contractor selected for the project.
  - The project shall be completed within 60 days of award of the project.
  - The Contractor selected for the project will be required to provide performance and payment bonds.
  - Contractor to obtain building permit.
  - Contractor is responsible for fire alarm system which meets all applicable code requirements.

Sealed bids will be received until 3:00pm on November 21, 2012 at the Currituck County Engineer's Office, Currituck County Courthouse, 153 Courthouse Road, Suite 302, Currituck, NC 27929. ALL BIDS ARE TO BE SEALED AND MARKED "SEALED BID – HISTORIC JARVISBURG COLORED SCHOOL – SCHOOL IMPROVEMENTS & SITE WORK (PHASE 2)".

Any questions, problems or suggestions please contact:  
Eric T. Weatherly, PE, County Engineer (252-232-6035)  
[Eric.Weatherly@CurrituckCountyNC.gov](mailto:Eric.Weatherly@CurrituckCountyNC.gov)

Or

Michelle Perry, Engineer Technician (252-232-6034)  
[Michelle.Perry@CurrituckCountyNC.gov](mailto:Michelle.Perry@CurrituckCountyNC.gov)

## SPECIAL INSTRUCTIONS

*Since we have bid this work before as a part of a larger project, we have included the addendums that were relevant to the school improvements. There have also been changes to the plans and specifications since the last bid that are included in these instructions.*

***These instructions supersede the plans and specifications.***

1. All RFI's should be emailed to Michelle Perry and Joe Freeman.  
[Michelle.Perry@CurrituckCountyNC.gov](mailto:Michelle.Perry@CurrituckCountyNC.gov) & [jfreeman@rrmm.com](mailto:jfreeman@rrmm.com)
  
2. Is all of the wiring in-place or will the contractor have to search the walls?  
*Most conduit and conductors are existing, but it is possible that the contractor will also have to search the walls. Aare the Electrical plans for the Restoration of the School (former work to the school) to aid in determining the existing wiring inside the school. Please note that these are plans and not as-builts.*
  
3. How many air handling utilities are there?  
*There are 2 units.*
  
4. Has the Fire Marshal approved the plans?  
*The Fire Marshal has reviewed the plans. There is no Lock-box required for this project.*
  
5. *Performance and Payment Bonds will be required for the bid amount on this project. A bid bond is not required.*
  
6. Is any 3<sup>rd</sup> party testing required for the electrical work being performed?  
*No 3<sup>rd</sup> party testing required.*
  
7. *The front elevation of the building (facing the highway) shall be repainted in its entirety.*
  
8. *Additional quantities of interior wood strip wood panel reattachment (over and above what is already indicated) in accordance with note 2 on sheet A101 are: Add 34sf in 3 locations on the first floor ceiling and 20sf on the second floor wall on the side facing the highway. Location drawings will be provided to the successful bidder.*
  
9. *The pavers extend up the ramp berm, but stop where the wood decking begins at the first landing.*
  
10. *The perimeter of the existing wood windows shall be sealed. Will exterior caulking satisfy this?*  
*Yes*

11. Specifications Section 283100, Part 1.04 describes the fire alarm system as being addressable, but the fire alarm riser on Sheet E-1 illustrates a conventional (zone-type) fire alarm. Which should the FA System be?  
*The fire alarm system is addressable.*
12. Can the fire alarm and the security systems be combined utilizing a fire/burg combo control panel?  
*Yes, with approval of the system by the engineer.*
13. *The paint schedules are in the Interior and Exterior paint sections.*
14. I would like to know why the fire panel specs call for a minimum of 100 initiating device capacity when the entire building has only 10 of these devices in the building? This seems to be a sensor capacity overkill spec on this fire panel.  
*Bid as designed*
15. Security system: Can the system utilize wireless devices at windows and doors?  
*Yes*
16. Should a receptacle be added for the security system control panel?  
*Yes*
17. Where should the entry keypad be located?  
*Location will be determined later.*
18. Is the brand DSC model #PC1832 acceptable?  
*Only if it meets the specifications.*
19. Fire alarm system: Can the FACP be in a red metal cabinet in lieu of a beige cabinet if installed behind doors as shown on the plan?  
*We would prefer not, but this would be a Currituck Fire Marshal call.*
20. Should a separate electric circuit be added to power the fire alarm system?  
*Yes*
21. Electrical: The guts of the electric panel (existing cabinet in chase) are not on site. If they are lost, can an equivalent panel be installed?  
*Yes*
22. *Delete the requirement to provide Cypress wood for any component of the Handicapped Accessibility ramp and landings. Provide Wood Preservative treated lumber in accordance with the requirements of Specification Section 061000 – Rough Carpentry. Provide lumber, decking, guardrails and handrails in the same sizes indicated on the drawings.*

23. *The bond pattern for the Brick Pavers shall be running bond.*

24. *Locate Outside Air Units as shown on sheet C2 of the Site Plan.*

25. *Sheet M-1 – Mechanical: Revise the design parameters for the second floor HVAC system of the school as follows:*

- *Indoor Sensible Load = 13,800 BTUH*
- *People Latent Load = 2,750 BUH*
- *Outside Air Load = 11.250 BTUH*
- *Total Cooling Load = 27,800 BTUH*
- *Total Heating Load = 15,550 BTUH*
- *HVAC unit airflow shall be standard for unit that meets cooling and heating loads indicated.*
- *Outside Air Quantity = 165 CFM*
- *Size the Inline Transfer Fan for 165 CFM @ 0.5" SP.*
- *The fan remains an Inline Blower type with filter box and speed controller.*

**BID FORM**

The Bidder agrees to perform all the work as shown on the plans and outlined in the specifications, and to furnish all labor, tools, equipment, transportation and all other incidentals necessary for completion of **HISTORIC JARVISBURG COLORED SCHOOL – SCHOOL IMPROVEMENTS & SITE WORK (PHASE 2)**

In compliance with the Notice to Bidders, Instructions to Bidders, the Contract Documents which include the Independent Contractor’s Agreement and the contract drawings and project specifications titled “Historic Jarvisburg Colored School – School Improvements & Site Work (Phase 2)” dated October 29, 2012, and all addenda issued to date, all of which are part of this proposal, the undersigned hereby proposes to furnish and install all materials, labor, and equipment called for by, and in strict accordance with, said Contract Documents, for the complete Scope of Work indicated:

Complete Scope of Work including Allowances:

**BASE BID\*** (lump sum) \$ \_\_\_\_\_

\_\_\_\_\_   
 Write out total dollar amount in words

\*Allowances: Contractor shall include an allowance of \$2,550.00 for Surface mounted ceiling light fixtures (material only).

- The bid amount shall be shown in both words and figures. In case of discrepancy, the amount in words shall govern.
- The above prices shall include labor, materials, overhead, profit, insurance, bonds, etc., to cover the finished work of the several kinds called for.
- The Bidder agrees that the prices in this bid include all labor, material, profit, insurance, site repair, and clean-up.
- The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.
- Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date \_\_\_\_\_  
\_\_\_\_\_

Addendum Number \_\_\_\_\_  
\_\_\_\_\_

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Name of Firm

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Address



**INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made the \_\_\_\_ day of \_\_\_\_\_, 2012 between the **County of Currituck** (hereinafter “County”) and \_\_\_\_\_ [Contractor], (hereinafter “Contractor”).

RECITALS

County is a body corporate and politic of the State of North Carolina with the duties and powers set forth in Chapter 153A of the North Carolina General Statutes.

Contractor represents that it is duly qualified to perform business, and otherwise to transact business in North Carolina.

IT IS THEREFORE AGREED as follows:

1. Scope of Work. Contractor agrees to perform the following services for County:

**Work as outlined in the Bid Documents for Historic Jarvisburg Colored School – School Improvements & Site Work (Phase 2), dated October 29, 2012, (hereinafter “the Services”).**

2. Compensation. Contractor will be paid for its Services by County as follows:

\_\_\_\_\_ **[here, specify compensation arrangement including payment method and frequency.]**

3. Contractor’s Freedom to Contract. Contractor may employ assistants at its sole expense and discretion as may be necessary to fulfill Contractor’s obligations under this Agreement. Contractor agrees that anyone to whom it delegates any or all of the Services called

for by this contract will be competent, qualified and capable of performing the work without any supervision, contact or assistance by County's employees. Any such assistant will be employed only by Contractor, and will not be an employee of the County while performing services under this contract.

4. Expenses. County shall not be liable to Contractor for any expenses which Contractor incurs, nor shall Contractor be liable to County for office help or expenses. Contractor shall have no authority to bind County by any promise or representation, unless specifically authorized by the County Manager in writing to do so.

5. Term. This Agreement may be terminated by either party at any time upon 7 days written notice to the other party. Upon the termination of this Agreement, Contractor shall prepare and provide to County a list of all pending unfinished business involving Contractor. Contracted Services under the terms of this agreement shall terminate upon completion of the Services which shall in no event exceed 60 days for completion of the Services.

6. Nature of Relationship. Contractor understands that it is an independent contractor and is not an employee, subcontractor, agent, servant, partner nor joint venturer of County. Contractor understands that it has the right to use its best judgment and efforts to fulfill the terms and obligations of this Agreement. Contractor further understands and acknowledges the following:

a. That it will receive no compensation other than as outlined in this Agreement and is not subject to nor eligible for any benefits which may be offered by County to its employees, such as vacation pay, sick leave, insurance coverage or retirement plan participation.

- b. Its Services provided in accordance with this Agreement are an independent calling or occupation.
- c. Contractor is expected to use its own skill, judgment and expertise to fulfill the obligations of this Agreement, and is not supervised, directed or controlled by County as to the means or methods it should employ.
- d. Contract is not required to perform tasks in any particular order or sequence.
- e. Contractor needs no training from County as to how to fulfill its duties and responsibilities.
- f. Contractor may determine its own daily schedule and those of its own employees or servants without prior approval of County.
- g. Contractor is not required to devote any particular percentage of its time or resources to perform the Services required hereunder.
- h. Contractor furnishes its own equipment and supplies and is expected to maintain its business office somewhere other than at the County's office.
- i. To the extent Contractor must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.
- j. This Agreement shall not prevent Contractor from performing other services for other parties. Contractor may engage in other business endeavors or projects of any kind or nature.

7. Taxes. Contractor assumes exclusive liability for payment of all federal, state or other governmental division taxes and contributions for social security, Medicare/Medicaid, etc., now or hereafter required, incurred or assessed by law. Contractors providing equipment, materials, parts or supplies shall provide a breakdown of labor, materials, parts or supplies and sales tax by County or a sales tax report approved by the County Finance Department with the invoice. Contractor agrees to indemnify and hold harmless the County from any claims for taxes as described in this Section.

8. Insurance. Contractor understands and agrees that neither it nor its employees are subject to workers' compensation or general liability coverage maintained by the County for its employees. Contractor agrees to procure and maintain workers' compensation insurance coverage for the benefit of contractor's employees or subcontractors and to procure general liability insurance listing the County as an additional insured at all times relevant to this Agreement. Contractor shall provide to County upon request a valid and current certificate of workers' compensation and general liability insurance. In the event Contractor shall fail at any time to have in force and effect insurance as required by this Section, Contractor agrees to indemnify and hold harmless County for (1) any premium paid by County to maintain insurance coverage applicable to Contractor and/or its employees or subcontractors; (2) any worker's compensation benefits paid by County as a result of Contractor's failure to comply with this Section; and (3) any amounts paid by County for general liability claims as a result of Contractor's failure to comply with this Section.

9. Indemnity. Contractor shall and does hereby agree to indemnify, save harmless and defend County from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damage to

property caused by Contractor, its employees, agents or subcontractors in any way attributable to the performance of the Services, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to person or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense. It is the intention of this paragraph to hold the Contractor responsible for the payment of any and all claims, suits, or liens, of any nature and character, in any way attributable to or asserted against County or against Contractor and County, or which the County may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of County and/or the sole negligence of County's employees, agents or servants, then and only then, Contractor shall not be liable under the provisions of this paragraph.

10. Arbitration. Any controversy or claim arising out of, or relating to this Agreement, or its breach, shall be settled by arbitration in Currituck County, North Carolina in accordance with the provisions of the North Carolina Revised Uniform Arbitration Act, (the "Act"). The parties to this Agreement understand that this arbitration provision shall expressly apply to this Agreement in accordance with the Act. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.

11. Notices. Any notice, request or report given by one party to the other shall be in writing, deposited in the United States Mail (postage prepaid) or hand delivered and properly addressed as follows:

If the notice is to County:

Currituck County  
Eric T. Weatherly, PE, County Engineer

153 Courthouse Rd, Suite 302  
Currituck, NC 27929

(Or such other person or address as County shall have designated by due notice to Contractor).

If the notice is to Contractor:

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(Or such other person or address as Contractor shall have designated by due notice to County).

12. Non-Waiver. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to County, its governing board or employees.

13. Headings. The headings, subheadings and captions in this Agreement and in any exhibit hereto are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

14. Amendments. This Agreement may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

15. Complete Agreement. This Agreement constitutes the entire Agreement between County and Contractor pertaining to its subject matter and supersedes all prior and contemporaneous negotiations, agreements and understandings of either or both parties in connection therewith.

16. Governing Law. The validity, interpretation and performance of this Agreement and of its provisions shall be governed by the laws of the State of North Carolina.

The undersigned have read the entire Agreement and accept the terms and conditions as shown by their signatures below.

ATTEST:

COUNTY OF CURRITUCK

By: \_\_\_\_\_  
Clerk to the Board of Commissioners

By: \_\_\_\_\_(SEAL)  
Daniel F. Scanlon, II, County Manager

CONTRACTOR

By: \_\_\_\_\_(SEAL)

Independent Contractor carries and will provide County with a Certificate of Insurance for:

Workers' Compensation	Yes	No
General Liability	Yes	No

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

\_\_\_\_\_  
Sandra Hill, Finance Officer