

PROPOSAL FORM

Project: **Office & Bay Addition to Orange Grove Volunteer Fire station # 2**

Orange Grove Volunteer Fire Company, Inc.
6800 Orange Grove Road
Hillsborough, NC 27278

Proposal for: General Construction

BID DATE: **Thursday, March 12th, 2026 at 2:00 PM EST**
Orange Grove Volunteer Fire Station # 1

TO: Orange Grove Volunteer Fire Company, Inc.
6800 Orange Grove Road
Hillsborough, North Carolina 27278

FROM: _____
Name of Bidder

The undersigned, as bidder, hereby declares that he has examined thereto and the work and informed himself fully in regard to all conditions pertaining to the place where the work thereto and; that he has examined the Drawings and Specifications for the work and all Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of the bids; that he has satisfied himself relative to the work to be performed.

The bidder proposes and agrees, if this Proposal is accepted, to contract with the Owner in the form of contract specified, to furnish all necessary equipment, materials, machinery, tools, apparatus, services, means of transportation and labor necessary to complete the work in full and complete accordance with the Drawings, Specifications, and Contract Documents, and to the full and entire satisfaction of the Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents, for the sum of:

BASE BID:
_____ Dollars (\$_____)

The Bidder acknowledges that all applicable costs and expenses, including the costs for all permits and fees, insurance, overhead and profit and any specified allowances, are included in the foregoing Base Bid.

The Bidder proposes and hereby agrees to commence work under this Contract within 7 days of a Notice to Proceed and to substantially complete all work within _____ (_____) calendar days from and including said date, subject to the liquidated damages provisions of the specifications.

ALTERNATE ONE (Furnish & install flagpole):
_____ Dollars (\$_____)

ALTERNATE TWO (construction of ground sign):
_____ Dollars (\$_____)

ALTERNATE THREE (furnish & install GENERAC Generator, 40 Kw / 40 KVA with enclosure):
_____ Dollars (\$_____)

Unit Prices - Earthwork:

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the Scope of the Work, all in accordance with the Contract Documents.

The following unit prices are to be used for adjustments in the base bid for earthwork, as described in Addendum No. 1

- A. Mass Rock Excavation: _____ Dollars/Cubic Yard (\$ ____/CY)
- B. Trench Rock Excavation: _____ Dollars/Cubic Yard (\$ ____/CY)
- C. Unsuitable Soils below Subgrade: _____ Dollars/Cubic Yard (\$ ____/CY)

NOTE: The Contractor shall include within his base bid the following quantity allowances:

- A. Mass Rock Excavation: 100 Cubic Yards
- B. Trench Rock Excavation: 50 Cubic Yards
- C. Unsuitable Soils below Subgrade: 150 Cubic Yards

MBE CONTRACT PROVISIONS (CONSTRUCTION)

Application:

General Statute 143-128.2 establishes a goal of ten percent (10%) minority business participation in state-owned projects. The document *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts* and its Affidavits and Appendix E are hereby made a part of this contract and its provisions are a requirement of this contract.

MBE SUBCONTRACT GOALS:

The goals for participation of Minority firms as subcontractors on this project have been set at 10%. Bidders are required to meet these goals or to make good faith efforts to comply with these goals.

The Bidder shall provide, with the bid, documented proof of compliance with the 10% goal in the form of "Identification of Minority Business Participation", identifying minority subcontractors, vendors, suppliers or providers of professional services, in work types and quantities sufficient to total 10% or more of the total construction contract;

OR

Provide, with the bid, documented proof in the form of "Affidavit A - Listing of Good Faith Efforts", that requirements for good faith efforts have been met or exceeded;

OR

Provide, with the bid, "Affidavit B- Intent to Perform Contract with Own Workforce", and upon request, information sufficient for the Owner to determine that the Bidder does not customarily subcontract work on projects of this type.

Failure to provide this evidence may result in rejection of the bid and award to the next low bidder.

MINIMUM COMPLIANCE REQUIREMENTS:

Upon being named apparent low bidder, the Bidder shall provide "Affidavit C – Portion of the Work to be Performed by Minority Firms" (for bidders complying with the 10% goal) or "Affidavit D – Good Faith Efforts" (for bidders not complying with the 10% goal), complete with a description of the scope of services and dollar value from each MBE firm proposed for use in this contract. For bidders filing Affidavit D, documentation of good faith efforts as outlined in the affidavit shall be attached thereto. Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder. The Owner reserves the right to waive any irregularities in MBE documentation if they can be resolved prior to award of the contract, and the Owner finds it to be in the best interest to do so and award the contract.

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

County of _____

(Name of Bidder)

Affidavit of _____

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

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

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

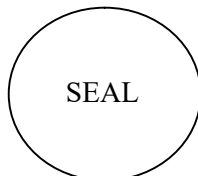
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____
Subscribed and sworn to before me this _____ day of 2026
Notary Public _____
My commission expires _____

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

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

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

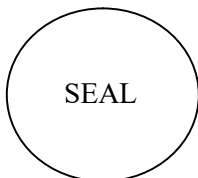
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 2026

Notary Public _____

My commission expires _____

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

County of _____

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

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

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

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

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

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

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

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

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

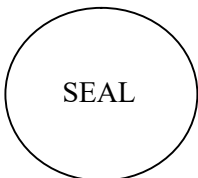
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

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

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

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

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

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

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

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

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

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

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

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

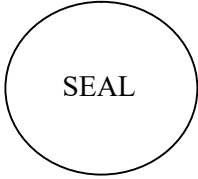
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 2026

Notary Public _____

My commission expires _____

The following Addenda were received:

Addendum No. ____ Date _____ Addendum No. ____ Date _____

If notified of the acceptance of the Proposal within 30 days of the time set for the opening of bids, the undersigned agrees to execute a Contract for the work in the form of Standard Agreement of the American Institute of Architects.

The undersigned further agrees that if selected to participate in this project, he shall execute the said Contract furnish *Performance and Labor and Material Payment Bonds* within **10 consecutive calendar days** after written notice being given of the award of the Contract. **Bid security** accompanying this bid shall be paid into the funds of the Owner's account, as liquidated damages, should the bidder fail to so execute; otherwise, the bid security accompanying this Proposal shall be returned to the undersigned.

Respectfully submitted this _____ day _____, 2026.

(Name of firm or corporation making bid)

By _____ (Signature and Title)

Attested by _____ (Secretary of Corp.)

Address _____ Zip Code _____

License Number _____ Tele. No. _____ Fax No. _____

CORPORATE SEAL

List the major subcontractors to be used on this project below. (Note: State statute prohibits replacement of major subcontractors when listed on the bid form except for justifiable cause and with written approval of the Owner.)

Trade	License No	Bid amount (\$)
Insurance & bonds		
Mobilization		
General Conditions		
Site Work (demolition, grading, utilities, landscaping)		
Foundations & concrete slab		
Exterior metal insulated wall panels		
Metal studs / drywall / insulation / painting		
Cabinetry / millwork		
Windows / doors		
Finishes (ceiling, wall, flooring, tiles)		
Steel structure (columns, beams, roof joists, bridging, lintels, etc.		
Roof (metal deck, insulation, membrane, scuppers & accessories		
Plumbing work		
Mechanical work		
Electrical work		
Miscellaneous trades		
Total		

End of Form of Proposal

DIVISION 1 GENERAL REQUIREMENTS

SECTION 1A – Advertisement for Bids

Sealed Bids will be received by **Orange Grove Volunteer Fire Company, Inc.** until **2:00 P.M. (EST) on Thursday, March 12th, 2026**, at **Orange Grove Fire Station # 1** (6800 Orange Grove Rd.) Hillsborough, NC, for the **Office & Bay Addition to Orange Grove Volunteer Fire Station # 2**. At that time and place bids will be publicly opened, read and recorded.

Information about, and complete Bidding and Contract Documents for this Project, can be obtained from **Alley, Williams, Carmen, & King, Inc.**, Architects and Engineers, 740 Chapel Hill Road (27215)/Post Office Box 1179, Burlington, North Carolina, 27216-1179 during normal office hours (Telephone: (336) 226-5534).

Orange Grove Volunteer Fire Company, Inc. reserves the unqualified right to reject any and all Bids, or to take any other action with respect to award of bid as permitted by State and Federal Law.

A **pre-bid meeting** will be held at **10:00 AM (EST) on Monday, February 16th, 2026**, at the **Orange Grove Fire Station # 2** (6801 Rocky Ridge Rd.) Hillsborough, NC 27278. All interested parties are encouraged to attend.

Each contractor and subcontractor must have a proper license under State laws governing his trade.

Section 1B - Instruction to Bidders

1. General Notes

- a. The Proposal must be delivered to the Owner as stated in the Advertisement for Bids.
- b. Bids should be enclosed in an envelope which shall be sealed and clearly labeled so as to indicate the work covered by the Proposal and to guard against opening prior to the time set therefor. The bidder shall be responsible for placing his firm name and license number and the name of the project on the outside of the bid envelope.
- c. 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 Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the 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. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids.
- d. Any addenda issued during the time of bidding are to be covered in the Proposal and in closing a contract they shall become a part thereof.
- e. Bids will be opened, read, and recorded in the presence of any interested bidders. These Proposals are asked for in good faith and awards will be made as soon as practicable, provided satisfactory bids are received, but the right is reserved to reject any or all Proposals, to select the bid which in their opinion will best secure the efficient performance of the work; and to waive informalities. The right is reserved to hold any or all Proposals for a period not to exceed 45 days from the date of the Bid Opening.
Reasons for rejection may include, but shall not be limited to the following:
 - i. If the Form of Proposal furnished to the bidder is not used or is altered.
 - ii. If the bidder fails to insert a price for all bid items, alternate and unit prices requested.

- iii. If the bidder adds any provisions, reserving the right to accept or reject any award.
- iv. If there are unauthorized additions or conditional bids, or irregularities of any kind which tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- v. If the bidder fails to complete the proposal form where information is requested so the bid may be properly evaluated by the owner.
- vi. If the unit prices contained in the bid schedule are unacceptable to the owner and the State Construction Office.
- vii. If the bidder fails to comply with other instructions stated herein.

Bid Evaluation: the award of the contract will be made to the lowest responsible bidder as soon as practical. The owner may award on the basis of the base bids and any alternates the owner chooses.

Before awarding a contract, the owner may require the apparent low bidder to qualify himself to be responsible bidder by furnishing any or all of the following data:

- o The latest financial statement showing assets and liabilities of the company or other information satisfactory to the owner.
 - o A listing of completed projects of similar size.
 - o Permanent name and address of place of business.
 - o The number of regular employees of the organization and length of time the organization has been in business under present name.
 - o The name and home office address of the surety proposed and the name and address of the responsible local claim agent.
 - o The names of members of the firms who hold appropriate trade licenses, together with license numbers.
- f. The project is expected to start on **March 30th, 2026.**

2. Bid Security.

- a. Each proposal shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, or a bid bond in an amount equal to not less than five percent (5%) of the proposal, said deposit to be retained by the owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten (10) days after the award or to give satisfactory surety as required by law (G.S. 143-129).

3. Scope of Work.

- a. The work required for this project shall consist of the removal and repair to the extent indicated herein and on the Drawings. Repair work shall include the following:
 - **Exterior work:**
Grading, construction of new concrete driveway and parking lot, installation of trench drain, new flagpole and ground sign, new landscaping (trees, shrubs & grass), concrete sidewalks, new water & sewer lines to connect to existing lines, new storm drain lines, installing bollards, etc.
See drawings for full extent of the work.
 - **Interior work:** removal of metal sidings of the existing metal building, construction of columns and wall foundations, concrete (floors) slabs on grade, erection of metal structure (columns, beams floor, roof joists, stone wall base with masonry back wall, exterior metal insulated wall panels, metal stud wall framing with gypsum board, doors & aluminum windows, floor/wall/ceiling finishes,

electrical/plumbing & mechanical systems, TPO roof membrane with roof drains and scuppers, sectional overhead door, rough & finish carpentry, plumbing fixtures & accessories, fire extinguishers & cabinets,

See drawings for full extent of the work.

- b. Each contractor shall, unless otherwise specified, supply all labor, tools, materials, equipment, temporary buildings, transportation, apparatus, utilities, fuel, etc., necessary for the entire completion of this work and be responsible for the safe, proper and lawful construction, maintenance, and use of same; and he shall construct and/or perform in the best and most workmanlike manner all work shown on the Drawings and/or specified and everything properly incidental thereto or reasonable implied therefrom, and in accordance with the Contract Documents.

4. Examination of Site

- a. Prior to submitting a Proposal, each bidder shall examine the site and all conditions thereon, correlating same with the Bidding Documents. All Proposals will be presumed to include all such existing conditions as may affect any work on the project; and failure to familiarize himself with any such conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and specifications, without additional cost to the Owner.

5. Items Provided By Owner

Other divisions of the work, services, materials, equipment, etc. may be provided and installed by the Owner or under separate contract. The construction contractor shall provide access to the project for the other contractors and shall coordinate and cooperate with them in a timely manner for the best interest of the project.

6. Requirements for Signing Proposals.

- a. All Proposals must be signed by a person or persons legally qualified to sign such documents. If they are signed by any person other than a Sole Owner, a Partner or the President or Vice President of a Corporation, the authority of the person to sign must accompany the Proposal. If the bidder is a Corporation, the Proposal shall be executed in the corporate name by the President or the Vice President and attested by the Secretary, and the seal of the Corporation shall be impressed thereon.

SECTION 1C – General Conditions and Supplementary General Conditions

1C1. AIA General Conditions.

- a. "The General Conditions of the Contract for the Construction of Buildings", AIA Document A-201, 2007 edition, of the American Institute of Architects, Articles 1 through 14 inclusive, are hereby (except as hereafter deleted or amended) made a part of this Specification, and each Division hereunder, to the same extent as if bound herein. The following modifications of these AIA General Conditions shall be in addition thereto and shall take precedence over their original provisions in case of conflict.
- b. Copies of the AIA General Conditions are available for inspection at the Architect's office.

1C2. SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction," AIA Document A201, latest edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

ARTICLE 3:

3.12.11 Shop Drawings: Add the following:

Product Data and Samples: Each contractor shall submit a minimum of three (3) copies of all shop drawings and product data for approval.

3.12.12 Shop Drawings: The contractor shall make any corrections required by the Architect and file with him two (2) corrected copies, when requested. Additional copies shall be furnished to other trades and prime contractors where necessary to coordinate their work. Each prime contractor shall keep at the project site a current set of shop drawings that bear the review stamp of the Architect or engineer for each product requiring shop drawings.

3.15.3 Cleaning Up: Add the following:

Before final inspection and acceptance of the project, the contractors shall clean the site and completely prepare the site for use by the Owner with no cleaning or touch up required by the Owner.

15.4 ARBITRATION: Delete this entire section.

ARTICLE 7:

7.2.2 Change Orders (Profit and Overhead): Add the following:

The allowances for overhead and profit combined shall under Methods 1 and 3 not exceed 15% of net cost except where the change involves a subcontractor or subcontractors, allowance(s) shall not exceed 10% for the subcontractor(s) and 7.5% for the prime contractor. The total of allowances for overhead and profit combined under Methods 1 and 3 shall not exceed 17.5% of net cost. Under method 2, no allowance shall be made for overhead and profit. In the case of deductible change orders, under Method 1 and 3, the contractor shall include not less than 10% profit, but no allowance for overhead.

At the time of signing a change order, the contractor shall certify as follows, "I certify that my bonding company will be notified forthwith that my contract has been increased or decreased by the amount of this change order, and that a copy of the approved change will be mailed upon receipt by me to my surety".

ARTICLE 11:

11.1 Contractor's Liability Insurance:

Shall be furnished and maintained by the Contractor(s) as outlined with the following adjustments and additions:

Type form to be used for all coverage shall be "ACORD", a standard form as recommended by the Insurance Service Office of America.

General Liability shall include: Comprehensive form, premises, operations, explosion and collapse hazard, underground hazard, and products/completed operations hazard.

Automotive liability shall include: Comprehensive form, owned, hired, and non-owned.

Worker's Compensation and Employer's Liability.

11.1.1 Add the following:

There shall appear on each copy of the Workmen's Compensation, Public Liability, Property Damage, and Builder's Risk Insurance Certificates the following clause:

"It is agreed that the policy cannot be canceled, reduced in amount or coverage eliminated in less than thirty (30) days after mailing written notice to the insured of such alteration or cancellation sent by Registered Mail to **The Orange Grove Volunteer Fire Company.**

Full contract amount shall appear on each document as necessary.

Effective date on each document shall be the same as the contract document date.

Expiration date shall be sufficient to complete the project.

Each policy shall be countersigned by an authorized individual agent, licensed to do business in North Carolina.

The title "Licensed Resident Agent" shall appear after the signature.

11.1.2 Limits shall be as follows:

Combined Single Limit:

General Liability - For Bodily Injury and Property Damage

Each Occurrence = **\$1,000,000**

General Aggregate = **\$2,000,000**

Auto Liability - For Bodily Injury and Property Damage

Combined Single Limit - **\$300,000**

Employer Liability for each accident = **\$100,000**

Subcontractor's Insurance Coverage - The Contractor shall either:

1. Require each of his subcontractors to procure and to maintain during the life of this subcontract, Subcontractor's Comprehensive General Liability, Automobile Liability, and Property Insurance of the type and in the same amount as specified in paragraph above; or
2. Insure the activity of his subcontractors in his own policy.

Performance Bond and Payment Bond:

Each Successful Bidder will furnish a construction *Performance Bond* and a construction *Payment Bond* executed by a surety company authorized to do business in North Carolina.

These bonds will serve as security for the faithful performance, and the payment of all bids and obligations arising from the performance of the Contract and shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications (Section 307 & Section 308).

SECTION 1D - SPECIAL CONDITIONS

The following conditions modify, change, delete or add to the "General Conditions of the Contract for Construction".

1. Payments.

- a. Payments for stored material will not be approved unless the Application for Payment is accompanied by a paid invoice.
- b. Material that is stored away from the site shall not be approved for payment unless special arrangements are made to establish the Owner's claim to the material in the event of default.
- c. Application for Payment shall be made through the Architect, in four (4) copies on AIA Document G-702. Note that signing of the form by the Contractor constitutes an affidavit that he has paid all subcontractors in the same proportion as he has received previous payments.
- d. All payments by the Owner shall be to and through the Contractor, based on the Contractor's monthly itemized estimate. An amount equal to 10% of the work completed and of materials stored at the site as of the end of the month shall be withheld from each monthly estimate. The Contractor may, therefore, withhold an amount equal to 5% from all subcontractors and from all materials unless there is good cause to do otherwise.
- e. Final payment will be made to the Contractor within 30 days after all work has been finally completed and each and every provision of the Specifications and accompanying Drawings complied with to the Owner's and Architect's satisfaction. Acceptance of the complete job will be made by the Owner, or his representative, and the Architect.

2. Permits, Licenses, Certificates, Inspection Fees, and Sales Tax.

- a. The Contractor or subcontractor shall obtain and pay for all permits, licenses, certificates, etc., from all authorities requiring same and pay all necessary inspection fees and sales tax.
- b. The Contractor shall include in his Proposal the costs for all North Carolina State and Local Sales and Use Tax applicable to this project.

3. Project Schedule

- a. The Contractor, in cooperation with his sub-contractors, shall prepare a Project Schedule for review by the Owner and Architect and for distribution to all sub-contractors. The schedule shall be kept current, revised and redistributed as necessary.

4. Subcontractors and Materials.

- a. Within fifteen (15) days following the award of a contract, the Contractor shall submit to the Architect for approval a complete list of subcontractors and materials that he proposes to use on the project. No substitution from those specified shall be made unless authorized in writing by the Architect, who may request samples for comparison and test before approving any item in the above list.
- b. The list of alternates submitted by the Contractor with his Proposal will be considered and notice shall be given to the Contractor in writing of any acceptable substitutions prior to the execution of the Contract.
- c. Subcontractors are subject to the approval of the Architect/Engineer, and such approval shall be given in writing. No subcontractor will be approved unless he is qualified by previous satisfactory performance on similar work. Subcontractors will not be allowed to start work until they and their insurance certificates have been approved by the Contractor.

5. Measurements and Dimensions.

- a. The Contractor shall, immediately upon entering project site for purpose of beginning work, locate all general reference points and take such action as is necessary to prevent their destruction, lay out his own work and be responsible for all benchmarks, lines, elevations, and measurements for buildings, grading, utilities, and other work executed by him under the Contract. He must exercise proper precaution to verify figures shown on Drawings before laying out work and will be responsible for any error resulting from his failure to exercise such precaution.
- b. Before ordering any materials or proceeding with his work, the Contractor and each of his subcontractors shall take all necessary measurements and be responsible for the correctness of same, and they shall verify all controlling dimensions shown on shop drawings at the job site. No extra charge or compensation will be allowed on account of differences between actual job dimensions indicated on Drawings (including shop drawings). Any difference which may be found shall be submitted to the Architect for decision before proceeding with the work.

6. Responsibility of Contractors.

- a. The Contractor is responsible for producing the work in place, in carrying it out to the completion without unnecessary delays and maintaining it in perfect condition until final completion.
- b. The Contractor shall keep for reference on the premises at least one copy of the Specifications and one set of the Drawings; these documents shall be readily available to the Architect/Engineer, the Owner and his nominees, all subcontractors and foremen, and all proper officials.
- c. The Contractor shall be the "Project Coordinator" and shall be responsible for the overall coordination of all the work. He shall notify other trades when their work is required to continue the progress of the job and he shall endeavor to resolve conflicts in the work of various trades. All subcontractors shall promptly respond to the requests of the Contractor and shall abide by decisions of the Contractor, as approved by the Architect.
- d. The project site must be kept clean and orderly to the satisfaction of the Architect. Remove debris as quickly as possible. Materials shall be stored neatly in a location approved by the Architect.

6. Temporary Toilet.

- a. Adequate temporary toilet facilities for the use of workmen shall be provided and maintained by the General Contractor at location approved by the Architect.

7. Protections.

- a. During the entire work, the Contractor shall be responsible for and shall provide adequate protections, barricades, runways, red lights, etc., as required by law and as may be necessary to protect new and existing work and to protect the public against any injury to person or property. He shall protect any existing work that is to remain in place from damage; and he shall repair or replace at his own expense any such existing work damaged during his construction operations. He shall also cover and protect all portions of his work when work is not in progress and shall be responsible for damage from any cause. The building and all materials connected herewith shall be at the Contractor's risk until they are accepted, and he shall be responsible and liable for their safety in the amount paid to him by the Owner on account thereof. The Contractor shall comply with all applicable OSHA requirements with respect to the undertaking of the work and the maintenance of the building site.

8. Signs.

- a. No signs or advertisements will be allowed to be displayed without the approval of the Owner.

9. Cleaning Up

- a. The Contractor shall keep the premises reasonably free from rubbish and debris and shall remove any accumulation of it from time to time or when directed by the Architect/Engineer.
- b. The Contractor shall provide trash receptacles and shall daily pickup around the job and dispose of the accumulation as necessary.
- c. Debris shall be confined to piles and shall be removed from the job site as quickly as possible.
- d. Materials to be used on the job shall be stacked and maintained in an orderly fashion.
- e. Upon completion of each trade, the subcontractor shall clean and protect all portions of his work, and it shall be accepted and maintained by the appropriate contractor.

10. Damage to Existing Property.

- a. Exercise all possible precautions to protect the existing property, equipment and site. This includes buildings, paving, active pipelines, planting, etc.
- b. The Contractor shall repair or replace any damages that occur as a result of the work being performed under this contract.
- c. The Contractor shall be responsible for protecting adjacent drives and streets from deposits of soil, materials, litter, etc. and shall clean up any such deposits.

11. Substantial Completion.

- a. The Architect/Engineer shall establish in writing the date of substantial completion. Substantial completion shall be defined as that time when all material, labor and equipment have been incorporated in the project as originally specified and/or shown, and the project may be occupied by the Owner for its intended use. Exceptions to this may be made such as when equipment not affecting the Owner's use of the project is temporarily unavailable through no fault of the Contractor.
- b. Following the date of substantial completion and before final payment, the Contractor is expected to correct defective work, make necessary adjustments to equipment, deliver guarantees and release of liens, complete required tests, and provide operating instructions.

12. Completion Time.

- a. It is hereby understood and mutually agreed, by and between the Contractors and the Owner, that the time for "substantial completion" as specified for the work to be done hereunder is an essential condition of this contract. It is mutually understood and agreed that the work embraced in this contract shall be "Substantially Complete" within the time designated by the contractor in the Proposal.
- b. The awarding of contracts will be based on the lowest responsible bid.
- c. The Contractor agrees that the said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure "substantial completion" of the work described herein, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

13. Acceptance and Final Payment.

- a. When, in the opinion of the contractor, the work has been completed in an acceptable manner in accordance with the Contract Documents, he shall make written request to the Architect/Engineer for Final Inspection.
- b. The Owner and the Architect/Engineer shall make a Final Inspection of the entire project and upon completion of all necessary repairs the Architect/Engineer shall certify in writing to the Owner and Contractor as to the acceptability of the project.
- c. The Owner, upon receipt of said certificate, shall cause to be paid to the Contractor the amount of money then due under the contract. All prior certificates or estimates upon which payments may have been made being merely partial estimates and subject to correction in the final payment.
- d. Issuance of final payment by the Owner to the Contractor shall serve as notice to the contractor of acceptance of the project, subject to the following guarantee.

14. Guarantee.

- a. The Contractor will be required to guarantee all material, equipment, and workmanship against defects of any description for a period of not less than 12 months from the date of "Substantial Completion". The Performance Bond shall be so written as to cover this guarantee period. All work under this contract shall be performed in such a manner as to insure that any standard or specified guarantees or warranties to be provided by product manufacturers or materials suppliers as a part of their work are not affected or voided.
- b. At the completion of the job, the contractor shall secure and turn over to the Owner the guarantees and bonds issued by manufacturers or suppliers of products incorporated in the project.