

UNION COUNTY PUBLIC SCHOOLS CONTRACT CONTROL SHEET

DEPARTMENT

Party/Vendor Name: Progressive Contracting Co., Inc.
Party/Vendor Contact Person: Eric Ferguson Contact Phone: 919-718-5454
Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
Address 143 Charlotte Avenue, Suite 201 City: Sanford State: NC Zip: 27330
Department: Facilities Department Amount: \$480,110.00
Purpose: Forest Hills High School-Visitor Bleacher Replacement and Resurfacing of Track
Budget Code(s) (put comma between multiple codes): 4,9013,759,532,316
TYPE OF CONTRACT: (Please Check One) X New [ ] Renewal [ ] Amendment Effective Date:
This document has been reviewed and approved by the Department Head as to technical content.
Facilities Project Manager [Signature] Date: 4/30/2014
Assistant Director [Signature] Date: 4-30-14
Director of Facilities [Signature] Date: 4.30.14
Division Assistant Superintendent Signature [Signature] Date: 4-30-14

CENTRAL PURCHASING

Type of Contract: [X] Award Bid [ ] Sole Source [ ] Piggyback [ ] Emergency [ ] Amendment [ ] As To Form Other:
Attached Documentation: [ ] Bid Tabulation [X] Certificate of Insurance [ ] Sole Source Documentation [ ] Emergency Documentation
This document has been reviewed and approved by the Central Purchasing Director.
Central Purchasing Director Signature: [Signature] Date: 4/30/14

RISK MANAGEMENT

Date Received

Include the following coverage: [X] CGL [X] Auto [X] WC [ ] Professional [ ] Property [ ] Pollution [ ] Non-Profit [ ] Not Required
Hold Contract pending receipt of Certificate of Insurance [ ] Notes:
Risk Manager's Signature: [Signature] Date: 5/1/14

INFORMATION TECHNOLOGY DIRECTOR (IF APPLICABLE)

Date Received

(Applicable only for hardware/software purchase or related Information Technology services) [ ] Non-Applicable
This document has been reviewed and approved by the Information Systems Director as to technical content.
IT Director's Signature: [Signature] Date:

BUDGET AND FINANCE

Date Received

Yes [X] No [ ] Sufficient funds are available in the proper category to pay for this expenditure. \$ 480,110.
This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.
Notes:
Finance Director's Signature: [Signature] Date: 5/1/14

ATTORNEY

Date Received

Date department needs contract back from attorney:
This document has been reviewed as to form and approved by the Attorney and stamp affixed thereto: [X] Yes [ ] No
Attorney's Signature: [Signature] Date: 5/5/14

UCPS SUPERINTENDENT

Date Received May 6, 2014

This document has been reviewed and approved by the UCPS Superintendent. [X] Yes [ ] No
Superintendent's Signature: [Signature] Date: 5-6-14

BOARD OF EDUCATION

Agenda Date: 5-6-14 Date Received 5-6-14

[X] Yes [ ] No [ ] N/A Approved by Board of Education at meeting of 5-6-14
Board Of Education Chairman Signature: [Signature] Date: 5.6.14

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2007

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the **Sixth** day of **May** in the year **Two Thousand Fourteen**  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

**Union County Board of Education**  
**400 North Church Street**  
**Monroe, NC 28112**

and the Contractor:  
*(Name, legal status, address and other information)*

**Progressive Contracting Company, Inc.**  
**143 Charlotte Ave., Suite 201**  
**Sanford, NC 27330**  
**Phone: 919-718-5454**

for the following Project:  
*(Name, location and detailed description)*

**Forest Hills High School Visitor Bleacher Replacement**  
**Visitor Bleacher Replacement including demolition of existing bleachers and related site work**

The Architect:  
*(Name, legal status, address and other information)*

**Ramsay Burgin Smith Architects, Inc.**  
**225 North Main St., Suite 501**  
**Salisbury, NC 28144**  
**Telephone Number: 704-633-3121**  
**Fax Number: 704-633-5361**

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

**The commencement date is based on a Purchase Order that will be issued on or about May 12, 2014.**

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

**§ 3.3 The Contractor shall achieve Substantial Completion on Phase I no later than July 30, 2014 and Phase II no later than February 13, 2015.**

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)***The Contractor shall achieve Final Completion on Phase I no later than August 15, 2014 and Phase II no later than February 20, 2015.**

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

**LIQUIDATED DAMAGES**

<b>Substantial Completion</b>	<b>\$1,000.00 per Calendar Day</b>
<b>Final Completion</b>	<b>\$500.00 per Calendar Day</b>

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be **Four Hundred Eighty Thousand One Hundred Ten and NO/100 (\$480,110.00)** , subject to additions and deductions as provided in the Contract Documents.

<b>Base Bid</b>	<b>\$378,800.00</b>
<b>Alternate #1</b>	<b>\$101,310.00</b>
<b>Alternate #2</b>	<b>Not Accepted</b>
<b>Alternate #3</b>	<b>Not Accepted</b>
<b>Alternate #4</b>	<b>Not Accepted</b>
<b>Alternate #5</b>	<b>Not Accepted</b>
<b>Alternate #6</b>	<b>Not Accepted</b>
<b>Alternate #7</b>	<b>Not Accepted</b>
<b>Total Contract Sum</b>	<b>\$480,110.00</b>

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

<b>Alternate #1</b>	<b>Accepted</b>
<b>Alternate #2</b>	<b>Not Accepted</b>
<b>Alternate #3</b>	<b>Not Accepted</b>
<b>Alternate #4</b>	<b>Not Accepted</b>
<b>Alternate #5</b>	<b>Not Accepted</b>
<b>Alternate #6</b>	<b>Not Accepted</b>
<b>Alternate #7</b>	<b>Not Accepted</b>

§ 4.3 Unit prices, if any:  
*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

<b>Item</b>	<b>Units and Limitations</b>	<b>Price Per Unit (\$0.00)</b>
<b>Galvanized Chain Link Fence 4’ High</b>	<b>Lineal Foot</b>	<b>\$25.00</b>
<b>Galvanized Chain Link Fence 8’ High</b>	<b>Lineal Foot</b>	<b>\$51.00</b>
<b>Silt Fence for Erosion Control</b>	<b>Lineal Foot</b>	<b>\$3.50</b>
<b>Owner Provided:</b>		
<b>Unsuitable Soil Replacement</b>	<b>Cubic Yard</b>	<b>\$25.00</b>
<b>Mass Rock Replacement</b>	<b>Cubic Yard</b>	<b>\$90.00</b>
<b>Trench Rock Replacement</b>	<b>Cubic Yard</b>	<b>\$135.00</b>

§ 4.4 Allowances included in the Contract Sum, if any:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
Unforeseen Allowance	\$10,000.00

## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **First** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the **Twentieth (20<sup>th</sup>)** day of the **same** month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **Thirty ( 30 )** days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 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 Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **Five percent ( 5 % )**. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **Five percent ( 5 % )**;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and **Untimely Completion**.  
*(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

Prior to reaching a maximum retainage of two and one half percent (2.5%) of the total contract amount, the Owner will pay ninety-five percent (95%) of the amount due on the Contractor's monthly application for payment. After fifty percent (50%) project completion, no further retainage will be held. Thereafter the Owner will pay one hundred percent (100%) of the Contractor's monthly application for payment amount, holding the 2.5% maximum retainage as a fixed amount until substantial completion is certified. Provisions of NCGS statute 143-134.1 (b1) through (3) will be followed. The following conditions must be met to qualify for contractual retainage reduction:

1. The project be on or ahead of schedule, and
2. Written permission from the Contractor's bonding company must be submitted.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**Final payment to be made according to requirements stated in the Project Manual.**

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If a dispute occurs between the Owner and Contractor arising out of or relating to the contract or an alleged breach thereof, the Owner and Contractor agree to attempt to resolve the dispute by engaging in good faith negotiations. If the dispute cannot be resolved by negotiations, the Owner and the Contractor agree as a condition precedent to commencing a lawsuit to submit the dispute to the following methods of alternative dispute resolution:

- a. **Mediation:** pursuant to Constructions Rules of the American Arbitration Association.
- b. **Arbitration:** pursuant to the Arbitration Rules of the American Arbitration Association.
- c. **The award rendered by the arbitrator or arbitrators shall be final unless a party thereto gives written notice of its objection to the final award by arbitration within twenty (20) days from receipt of said decision. Upon giving of said notice the party objecting thereto may file suit concerning the dispute as if no arbitration had ever occurred.**

#### **ARTICLE 7 TERMINATION OR SUSPENSION**

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

#### **ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

**At legal prevailing rate**

§ 8.3 The Owner's representative:  
*(Name, address and other information)*

**David D. Pope, AIA  
Facilities Project Manager  
Facilities Department  
201 Venus Street  
Monroe, NC 28112**

§ 8.4 The Contractor's representative:  
*(Name, address and other information)*

**Todd Snyder  
143 Charlotte Ave., Suite 201  
Sanford, NC 27330  
Phone: 919-718-5454**

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Specification	Invitation to Bid	3/14	2
	Table of Contents	3/14	3
	Instructions to Bidders	3/14	6
	Supplementary		
	Instructions to Bidders	3/14	7
	General Conditions	2007	40
	Supplementary		
	General Conditions	3/14	21
	Jessica Lunsford Act	3/14	1
	Form of Proposal	3/14	4
	RBSA Office Standard	1/13	
	Rate Sheet		1

§ 9.1.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

**SEE EXHIBIT "B" – Table of Contents**

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

**SEE EXHIBIT "C" – Schedule of Drawings**

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	3/26/14	4

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid,*



Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Form of Proposal as submitted on April 3, 2014  
(Attachment "A")

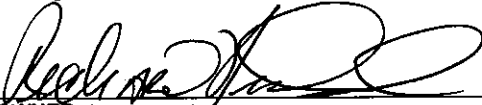
Minority Participation Affidavit and General Contractor Qualification Statement. (Included by Reference)


**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007 and as amended by the Supplementary General Conditions (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

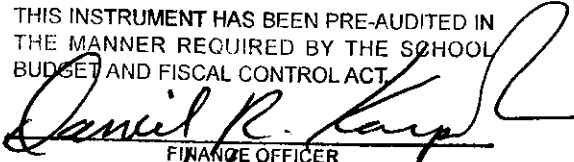
See Performance and Payment Bonds and Insurance Documents Attached Separately to this Contract.

This Agreement entered into as of the day and year first written above.

  
OWNER (Signature)  
Richard Veccheca  
(Printed name and title)

  
CONTRACTOR (Signature)  
TODD SNYDER / VICE PRESIDENT  
(Printed name and title)

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE SCHOOL BUDGET AND FISCAL CONTROL ACT.

  
FINANCE OFFICER

DATE 5/1/14

# **Additions and Deletions Report for**

## **AIA<sup>®</sup> Document A101<sup>™</sup> – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:05:16 on 04/30/2014.

### **PAGE 1**

**AGREEMENT** made as of the Sixth day of May in the year Two Thousand Fourteen

...

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

...

Progressive Contracting Company, Inc.  
143 Charlotte Ave., Suite 201  
Sanford, NC 27330  
Phone: 919-718-5454

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Forest Hills High School Visitor Bleacher Replacement  
Visitor Bleacher Replacement including demolition of existing bleachers and related site work

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Ramsay Burgin Smith Architects, Inc.  
225 North Main St., Suite 501  
Salisbury, NC 28144  
Telephone Number: 704-633-3121  
Fax Number: 704-633-5361

### **PAGE 2**

The commencement date is based on a Purchase Order that will be issued on or about May 12, 2014.

...

N/A

...

**§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows: on Phase I no later than July 30, 2014 and Phase II no later than February 13, 2015.

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.) The Contractor shall achieve Final Completion on Phase I no later than August 15, 2014 and Phase II no later than February 20, 2015.

PAGE 3

<b>Portion of Work</b>	<b>Substantial Completion Date</b>
------------------------	------------------------------------

...

**LIQUIDATED DAMAGES**

<b><u>Substantial Completion</u></b>	<b><u>\$1,000.00 per Calendar Day</u></b>
<b><u>Final Completion</u></b>	<b><u>\$500.00 per Calendar Day</u></b>

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Four Hundred Eighty Thousand One Hundred Ten and NO/100 (\$480,110.00)**, subject to additions and deductions as provided in the Contract Documents.

<b><u>Base Bid</u></b>	<b><u>\$378,800.00</u></b>
<b><u>Alternate #1</u></b>	<b><u>\$101,310.00</u></b>
<b><u>Alternate #2</u></b>	<b><u>Not Accepted</u></b>
<b><u>Alternate #3</u></b>	<b><u>Not Accepted</u></b>
<b><u>Alternate #4</u></b>	<b><u>Not Accepted</u></b>
<b><u>Alternate #5</u></b>	<b><u>Not Accepted</u></b>
<b><u>Alternate #6</u></b>	<b><u>Not Accepted</u></b>
<b><u>Alternate #7</u></b>	<b><u>Not Accepted</u></b>
<b><u>Total Contract Sum</u></b>	<b><u>\$480,110.00</u></b>

...

<b><u>Alternate #1</u></b>	<b><u>Accepted</u></b>
<b><u>Alternate #2</u></b>	<b><u>Not Accepted</u></b>
<b><u>Alternate #3</u></b>	<b><u>Not Accepted</u></b>
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<b><u>Alternate #7</u></b>	<b><u>Not Accepted</u></b>

...

<b><u>Galvanized Chain Link Fence 4' High</u></b>	<b><u>Lineal Foot</u></b>	<b><u>\$25.00</u></b>
<b><u>Galvanized Chain Link Fence 8' High</u></b>	<b><u>Lineal Foot</u></b>	<b><u>\$51.00</u></b>
<b><u>Silt Fence for Erosion Control</u></b>	<b><u>Lineal Foot</u></b>	<b><u>\$3.50</u></b>
<b><u>Owner Provided:</u></b>		
<b><u>Unsuitable Soil Replacement</u></b>	<b><u>Cubic Yard</u></b>	<b><u>\$25.00</u></b>
<b><u>Mass Rock Replacement</u></b>	<b><u>Cubic Yard</u></b>	<b><u>\$90.00</u></b>
<b><u>Trench Rock Replacement</u></b>	<b><u>Cubic Yard</u></b>	<b><u>\$135.00</u></b>

PAGE 4

<b><u>Unforeseen Allowance</u></b>	<b><u>\$10,000.00</u></b>
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...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Twentieth (20<sup>th</sup>) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

...

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent ( 5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent ( 5 %);

...

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and Untimely Completion.

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**Prior to reaching a maximum retainage of two and one half percent (2.5%) of the total contract amount, the Owner will pay ninety-five percent (95%) of the amount due on the Contractor's monthly application for payment. After fifty percent (50%) project completion, no further retainage will be held. Thereafter the Owner will pay one hundred percent (100%) of the Contractor's monthly application for payment amount, holding the 2.5% maximum retainage as a fixed amount until substantial completion is certified. Provisions of NCGS statute 143-134.1 (b1) through (3) will be followed. The following conditions must be met to qualify for contractual retainage reduction:**

- 1. The project be on or ahead of schedule, and**
- 2. Written permission from the Contractor's bonding company must be submitted.**

...

**Final payment to be made according to requirements stated in the Project Manual.**

...

[  ] Other (Specify)

**If a dispute occurs between the Owner and Contractor arising out of or relating to the contract or an alleged breach thereof, the Owner and Contractor agree to attempt to resolve the dispute by engaging in good faith negotiations. If the dispute cannot be resolved by negotiations, the Owner and the Contractor agree as a condition precedent to commencing a lawsuit to submit the dispute to the following methods of alternative dispute resolution:**

- a. Mediation: pursuant to Constructions Rules of the American Arbitration Association.**
- b. Arbitration: pursuant to the Arbitration Rules of the American Arbitration Association.**
- c. The award rendered by the arbitrator or arbitrators shall be final unless a party thereto gives written notice of its objection to the final award by arbitration within twenty (20) days from**

receipt of said decision. Upon giving of said notice the party objecting thereto may file suit concerning the dispute as if no arbitration had ever occurred.

PAGE 6

%

At legal prevailing rate

...

David D. Pope, AIA  
Facilities Project Manager  
Facilities Department  
201 Venus Street  
Monroe, NC 28112

...

Todd Snyder  
143 Charlotte Ave., Suite 201  
Sanford, NC 27330  
Phone: 919-718-5454

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<u>Specification</u>	<u>Invitation to Bid</u>	<u>3/14</u>	<u>2</u>
	<u>Table of Contents</u>	<u>3/14</u>	<u>3</u>
	<u>Instructions to Bidders</u>	<u>3/14</u>	<u>6</u>
	<u>Supplementary</u>		
	<u>Instructions to Bidders</u>	<u>3/14</u>	<u>7</u>
	<u>General Conditions</u>	<u>2007</u>	<u>40</u>
	<u>Supplementary</u>		
	<u>General Conditions</u>	<u>3/14</u>	<u>21</u>
	<u>Jessica Lunsford Act</u>	<u>3/14</u>	<u>1</u>
	<u>Form of Proposal</u>	<u>3/14</u>	<u>4</u>
	<u>RBSA Office Standard</u>	<u>1/13</u>	
	<u>Rate Sheet</u>		<u>1</u>

...

SEE EXHIBIT "B" – Table of Contents

...

SEE EXHIBIT "C" – Schedule of Drawings

...

1

3/26/14

4

PAGE 8

Form of Proposal as submitted on April 3, 2014  
(Attachment "A")  
Minority Participation Affidavit and General Contractor Qualification Statement. (Included by Reference)

...

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document ~~A201-2007~~ A201-2007 and as amended by the Supplementary General Conditions

...

See Performance and Payment Bonds and Insurance Documents Attached Separately to this Contract.

~~Type of insurance or bond~~

~~Limit of liability or bond amount (\$0.00)~~

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:05:16 on 04/30/2014 under Order No. 3719276732\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/30/2014

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 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).


<b>PRODUCER</b> Lindquist Insurance Associates PO BOX 351 New Market, MD 21774	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): (301)865-1311 FAX (A/C No): (301)865-1819 E-MAIL ADDRESS: lindquist@lindquistinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Erie Insurance Group</td> <td>26271</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></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: Erie Insurance Group	26271	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Progressive Contracting Co Inc 10 Ritters Lane Owings Mills, MD 21117-3327														

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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 SUBR (INSR) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</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"/> PROJECT <input type="checkbox"/> LOC	X	Q430152905	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		Q070131554	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		Q310171103	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Q910102686	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<b>BUILDERS RISK COVERAGE</b>		Q430152905	7/1/2013	7/1/2014	\$480,110.00

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 PROJECT: FOREST HILLS HIGH SCHOOL BLEACHER REPLACEMENT  
 ADDITIONAL INSURED: UNION COUNTY PUBLIC SCHOOLS, UNION COUNTY, MONROE, NC 28112 AND RAMSAY BURGIN SMITH ARCHITECTS, INC, SALISBURY, NC 28144  
**REVISED CANCELLATION NOTICE:**  
 Should any of the following described policies be canceled before expiration date or be due to expire within 30 days, the insurer shall mail 30 days prior written notice to named certificate holder.

<b>CERTIFICATE HOLDER</b>  UNION COUNTY PUBLIC SCHOOLS 400 NORTH CHURCH STREET MONROE, NC 28112	<b>CANCELLATION</b>  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 
---	---

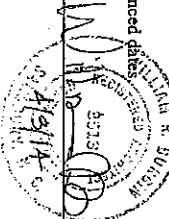


**BID TABULATION**  
**UNION COUNTY PUBLIC SCHOOLS**  
**FOREST HILLS HIGH SCHOOL - VISITOR BLEACHER REPLACEMENT**  
**April 3, 2014**

General Contractors	License #	MBE	RECEIVED ADDENDA	BID BOND	POSITION	BASE BID	Alt. #1 Resurface Running Track	Alt. #2 Perimeter Channel Drain for Running Track	Alt. #3 Relocation of Track & Field Components	Alt. #4 Replace Football Goal Posts	Alt. #5 Concrete Paving & Chain Link Fence Under Visitor Bleacher	Alt. #6 Construction Waste Management	Alt. #7 Concrete Sidewalk West Entrance to Visitor Bleachers	TOTAL (Base Bid Only)
<b>Black Contracting</b>						-	-	-	-	-	-	-	-	-
Encompass Building	72954	X	X	X		\$349,500.00	\$149,500.00	\$39,500.00	\$15,000.00	\$12,500.00	\$21,500.00	\$10,500.00	\$14,500.00	\$349,500.00
Godfrey Construction	28326	X	X	X		\$369,600.00	\$177,000.00	\$55,400.00	\$40,000.00	\$12,600.00	\$18,500.00	\$1,500.00	\$11,200.00	\$369,600.00
Heiden-Building-Co						-	-	-	-	-	-	-	-	-
Progressive Contracting	36100	X	X	X		\$378,800.00	\$101,310.00	\$52,700.00	\$20,100.00	\$16,000.00	\$26,000.00	\$13,600.00	\$11,500.00	\$378,800.00
Roper Construction						-	-	-	-	-	-	-	-	-
TRC of Moore						-	-	-	-	-	-	-	-	-

I certify that the above is a true and accurate tabulation of the bids received at the above referenced dates.

Ransay Burcin Smith ARCHITECTS, Inc.

  
 Signature: W. Burcin