

OWNER-CONTRACTOR AGREEMENT

PROJECT NUMBER: 44222.002

SCHOOL NAME: **Orange and Cedar Ridge High Schools**

THIS AGREEMENT, in four (4) copies, made this (2nd) day of August, Two Thousand and Twenty Three by and between _____ (herein referred to as the "Owner"), whose mailing address is _____ and BAR Construction Company, Inc. (herein referred to as the "Contractor"), whose mailing address is Cell-A Industrial Avenue, Grimesboro, NC 27460. Correspondence, submittals, and notices relating to or required under this Contract shall be sent in writing to the above addresses; unless either party is notified in writing by the other, of a change in address.

WITNESSETH:

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with the new construction of **Athletic Facility Improvements** (hereinafter referred to as the "Project" or the "Work"); and

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

Article 1

DEFINITIONS

- 1.1 All terms in this Agreement which are defined in the Information for Bidders and the General Conditions shall have the meanings designated therein.
- 1.2 The Contract Documents are as defined in the General Conditions. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein. The Contract Documents consist of the Owner-Contractor Agreement, the General and Supplemental Conditions of the Contract, the Drawings, the Specifications, all Addenda issued prior to bidding, and all Modifications and Change Orders issued after execution of the Contract.

Article 2

STATEMENT OF THE WORK

2.1 The Project is the Work identified in the plans and specifications prepared by Timmons Group dated June 09, 2023, for Orange County Board of Education, including the following addenda:

#1 - 08 | 21 / 23

A listing of the plans and specifications included in the Contract Documents is listed on the Table of Contents.

2.2 The Parties agree that the Project shall include the following alternates:

Unit Prices are complete for labor, equipment, material, overhead and profit.

ORANGE HS- ATHLETIC IMPROVEMENTS

ALTERNATE No. 1: Orange High School - Tennis Court Replacement

\$754,000.00

Seven hundred and fifty four thousand Dollars

ALTERNATE No. 2: Orange High School Track - Mill and Overlay

\$393,000.00

three hundred and ninety three thousand Dollars

ALTERNATE No. 3: Cedar Ridge High School - Storm Drain

\$133,000.00

One hundred and thirty three thousand Dollars

ALTERNATE No. 4: Cedar Ridge High School - Tennis Court Replacement

\$584,000.00

Five hundred and eighty four thousand Dollars

ALTERNATE No. 5: Cedar Ridge High School Track - Mill and Overlay

\$360,000.00

three hundred and sixty thousand Dollars

2.3 The Parties agree to the following modifications to the Project's plans and specifications, including the noted value engineering items:

List item(s) and proposed deduct/add(s). If none, delete this language list "None"

2.4 The Parties agree that the following allowances are included in the Contract Sum in Section 5.1 below:

List item(s) and proposed allowance(s). If none, delete this language list "None"

- 2.5 The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents.
- 2.6 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

Article 3

DESIGN CONSULTANT

- 3.1 The Design Consultant (as defined in the General Conditions) shall be **Timmons Group** whose address is **5410 Trinity Road, Suite 102, Raleigh, NC** however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Design Consultant and so advising the Contractor in writing, at which time the person or organization so designated shall be the Design Consultant for purposes of this Contract.

Article 4

TIME OF COMMENCEMENT AND COMPLETION

- 4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this Agreement or such other date as may be established herein.
- 4.2 Time is of the essence. The Contractor shall achieve Final Completion, as defined in the General Conditions on or before the date established for Final Completion in the Supplemental Conditions.
- 4.3 The Supplemental Conditions contains certain specific dates that shall be adhered to and are the last acceptable dates unless modified in writing by mutual agreement between the Contractor and the Owner. All dates indicate midnight unless otherwise stipulated. The only exceptions to this schedule are defined in the General Conditions under 8.3 DELAYS AND EXTENSIONS OF TIME.

- 4.4 Should the Contractor fail to complete the Work on or before the dates stipulated for Substantial Completion and/or Final Completion, or such later date as may result from an extension of time granted by the Owner, he shall pay the Owner, as liquidated damages the sums set forth in the General and Supplemental Conditions.

Article 5

CONTRACT SUM

- 5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the sum of nine hundred and seventy five thousand Dollars (\$975,000.00) herein referred to as the "Contract Sum". This amount includes the base bid and the Alternates in Section 2.2
- 5.2 The Contract Sum includes the value engineering items and other contract modifications noted in Section 2.3 above that total \$0.
- 5.3 Unit Prices are established as follows for the Project:

Unit Price No. 1	Additional Excavation (1000 CY)	<u>\$100</u>
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Article 6

PROGRESS PAYMENTS

- 6.1 The Contractor hereby agrees that on or about the First day of the month for every month during the performance of the Work he will deliver to the Owner's Project Manager an Application for Payment in accordance with the provisions of Article 9 of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions. Payments due and unpaid under the Contract Documents shall not bear interest.

Article 7

OTHER REQUIREMENTS

- 7.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond and Certification of Insurance as required by the Contract Documents.

- 7.2 The Owner shall furnish to the Contractor one (1) set of drawings and one (1) set of specifications, at no extra cost, for use in the Construction of the Work. Additional sets of drawings or specifications may be obtained by the Contractor by paying the Owner for the costs of reproduction, handling and mailing.
- 7.3 The Contractor shall make a good faith effort to utilize Historically Underutilized Businesses (HUB's) per N.C. Gen. Stat. 143-128.2, and as described in the construction documents.
- 7.4 The General Conditions, Supplemental Conditions and the plans and specifications, including any addenda, are incorporated herein by reference.

IN WITNESS WHEREOF, _____ Board of Education (hereinbefore called the "Owner") has caused these presents to be signed and its corporate seal to be hereunto affixed, attested by its Chairperson and Secretary, and Bar Construction (hereinbefore called "Contractor") has caused these presents to be signed by its President and its Corporate seal to be hereunto affixed, as hereinafter attested, all as of the day and year first above written.

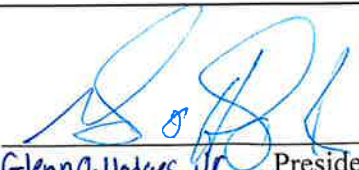
BOARD OF EDUCATION

 Board Chairperson

ATTEST:

 Superintendent

[Corporate Seal]

 By: 
Glenn O. Hodges, Jr., President or Vice-President
 (Print Name)

ATTEST:



Corporate Secretary

[Corporate Seal]

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

Finance Officer Date



Identification of HUB Certified/ Minority Business Participation

I, Glenn O Hodges Jr. for Bar Construction Co., Inc.
(Name of Bidder)

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

Firm Name, Address and Phone # Work Type *Minority Category **HUB Certified (Y/N)

N/A			

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

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

The total value of minority business contracting will be (\$) 0.

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

County of Guilford

(Name of Bidder)

Affidavit of Glenn O Hodges Jr. for Bar Construction Co., Inc.

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.

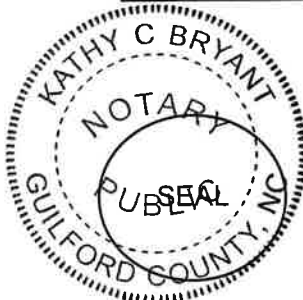
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure 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: 8-29-23 Name of Authorized Officer: Glenn O Hodges Jr.

Signature: _____

Title: President



State of North Carolina County of Guilford
Subscribed and sworn to before me this 29 day of Aug 2023
Notary Public Kathy C Bryant
My commission expires 9-01-23