



Phone: 252-398-4116

401 W. Broad Street \* P. O. Box 505  
Murfreesboro, NC 27855

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[www.revellebuilders.com](http://www.revellebuilders.com)

## Proposal and Contract Agreement

December 23, 2020

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Town of Boykins  
18206 Virginia Ave.  
Boykins, VA 23827

Maintenance Building

One pre-engineered metal building 60' wide x 80' long x 18' eave height. Building to be rigid frame, clear span with a 1" in 12" roof pitch. Designed loads are 20 lbs. live load, 120 mph wind load and 15 lb. snow load.

### **ROOF AND WALLS:**

Roof to be 26 gauge Galvalume panels. Walls to be 26 gauge panels in factory finished color. Color of walls to be \_\_\_\_\_. Color of trim to be \_\_\_\_\_.

### **INSULATION:**

Roof to receive 6" and walls to receive 4" VRR Plus vinyl reinforced backed fiberglass insulation #60 density carrying a UL 10 flame spread rating.

### **ACCESSORIES:**

- Gutters and downspouts.
- Three (3) – 3' x 7' steel personnel doors with mortise lock and closer.
- One (1) – 6' x 7' steel personnel door with one (1) active leaf with closer and one (1) inactive leaf with foot and head bolt.
- Four (4) – 12'W x 12'H – CHI Model 3285 White and One (1) – 12'W x 14'H – CHI Model 3285 White, Commercial Duty thermal Overhead Doors, 10.29 thermal R-Value, Row of three (3) – 24 x 6 view lites per door, weatherstripped, 110 MPH windload, standard lift track, inside locking, electrically operated with Liftmaster Model T Commercial Duty electric openers, 115/230V 1Phase. Includes one (1) inside wall control and safety photo eyes per unit.



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### **CONCRETE WORK:**

Floor slab and foundations to be installed as per engineers' recommendation. Floor slab thickness to be 6" reinforced and placed over a polyfilm vapor barrier. All concrete to be 3,000 psi. Any underground or unknown obstruction, pollutants, or undesirable soil conditions may require re-negotiations of foundation price.

Site to receive 8" of compacted sand fill over area where fire damaged slab was removed.

### **INTERIOR FINISH:**

The interior walls and mezzanine to be framed and finished with wood studs CMU walls, sheetrock and wood joist with plywood decking as per Jeff Robinson's plan. Stairs and railing to be wood top rail and intermediate rail per code.

Doors to be hollow metal frame and wood doors. Plywood liner 8' high around perimeter of building. Drywall, plywood liner and CMU walls to receive primer and finish paint.

Cabinet \$1,200 material allowance.

Floors to be clear sealer or epoxy paint per plans.

### **HVAC:**

- One (1) – Lennox CBX25UH024 Air Handler with 5KW Electric Heat.
- One (1) – Lennox 14HPX024 Heat Pump.
- One (1) – Complete duct systems with a total of 7 supply and 1 return air inlet.
- Two (2) – Reznor 150 MBH Propane Gas Unit Heaters.



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### **HVAC cont...**

- One (1) – S & P 50 CFM @ .25" ESP Exhaust Fan and ducting for restroom.
- 910 S & P 2410 CFM @ .25" ESP Wall Mounted Exhaust Fan.
- Ducting for kitchen hood fan (fan by others).
- Thermostats and control wiring as required.
- Gas piping as required to outside of building.
- Two (2) – 96" ceiling fans and speed controllers.
- Labor, permits, design services and miscellaneous material to complete the installation.

### **PLUMBING:**

- Complete plumbing system 5' out of building as per plans.
- Drainage system to be P.V.C. drain, waste and vent.
- Water piping to be C.P.V.C. and or Pex, insulated as per code.
- No sensor or touch free faucets.

### Plumbing Fixtures

- One (1) – Mansfield ADA water closet/tank flush/white
- One (1) – Mansfield 19" x 17" wall hung lavatory with Delta #520 faucet.
- One (1) – 38" x 38" transfer fiberglass shower with control valve.
- One (1) – 50 gallon electric water heater with drain pan/240v/4500w.
- One (1) – Washer connection.
- One (1) – 25" x 22" stainless steel breakroom sink with Delta #100 faucet.
- One (1) – Icemaker connection.
- One (1) – Laundry tray type mop sink with faucet.



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### **PLUMBING cont...**

Plumbing Fixtures cont...

- One (1) – Emergency eyewash station.
- One (1) – Hose bibs.

### **ELECTRICAL:**

- Install one (1) – new, 200A, 120/208V, 3-phase service and associated conduit and wiring. (There are no power company connection or construction fees included.)
- Install system grounding per code.
- Install equipment feeders to one (1) HVAC system.
- Install power wiring for two (2) gas unit heaters.
- Install power wiring for one (1) exhaust fan. (All control devices are supplied and installed by others.)
- Install power wiring for two (2) Bay area ceiling fans.
- Install receptacles and circuits for thirty (30) general use receptacles and four (4) exterior receptacles.
- Install receptacles for one (1) washer and one (1) clothes dryer in the office area.
- Install receptacles for one (1) air compressor and one (1) welder in the shop area.
- Install lighting and wall switches to include fourteen (14) LED wrap fixtures in the office area, nine (9) LED wrap fixtures in the shop area and eight (8) LED wrap fixtures on the mezzanine.
- Install lighting and wall switching in the bay area to include seven (7) LED Hi-bay fixtures.
- Install six (6) exterior LED wall pack fixtures.
- Install one (1) Class 1 - Division two (2) fixture and required seal-offs in the combustible storage area.



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### **ELECTRICAL cont...**

- Install six (6) exterior, LED wall pack fixtures controlled by independent photocells.
- Install exit/egress lighting including exterior egress at each door as required by code.
- Install wiring for one (1) bathroom exhaust fan controlled by the room lighting circuit. (Bath fans are supplied, installed and ducted by others.,)
- Install power wiring for five (5) overhead bay doors.
- Install wiring for one (1) hot water heater.
- Install conduit sleeves and boxes for two (2) data drops back to the mechanical closet.

Price of the above described building delivered and erected.....\$ 372,149.

Builder's Risk Insurance and Building Permits are to be furnished by Revelle Builders. No other fees or special inspections are included. No site plan is included.

### **TERMS:**

- \$ 10,000. upon execution of contract
- Monthly progress payments for materials and labor due and payable by the 10<sup>th</sup> of the following month.
- Balance upon completion.



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### ALTERNATE #1

Reduce eave height from 18' to 14'.

Deduct one (1) – 12' x 14' overhead door.

Deduct wood mezzanine including joist, steel columns, stairs and railing.

Deduct combustible storage area.

Deduct..... (\$ 28,639.)

Alternate #1 – Accepted \_\_\_\_\_

This proposal is subject to the attached terms & conditions. Which are made a part of the contract.

Accepted by Purchaser:

Accepted by Seller:

Date \_\_\_\_\_

Date \_\_\_\_\_

Purchaser: \_\_\_\_\_

Seller: **REVELLE BUILDERS**

\_\_\_\_\_  
Mark Jones

## **TERMS AND CONDITIONS**

This contract is an agreement between Revelle Builders of NC, Inc., hereinafter called the Seller or Revco, and the other undersigned party, hereinafter called the Purchaser. This proposal is made for immediate acceptance and is subject to withdrawal without notice. It is made with the understanding that if accepted by the Purchaser and approved by the Seller or their duly authorized sales representative, the following conditions are agreed to:

1. Revco agrees to carry Workmen's Compensation Insurance, comprehensive general liability insurance, including property damage, and automobile liability, covering work done by it. All other forms of insurance will be carried by the Purchaser.
2. After acceptance and approval of this contract by Revco, the same cannot be cancelled without mutual agreement of the parties and payment to Revco of all costs and expenses incurred by it in connection with this contract, including but not limited to sales efforts, bid preparation, travel, material, buildings and preparation for construction. In any case, the Initial Payment normally made upon execution of contract shall not be returned to Purchaser if this contract is cancelled by Purchaser. If this initial Payment has not been made, Purchaser shall be liable to Seller for at least the amount of the Initial Payment. If Seller's actual costs and expenses incurred in connection with this contract are greater than the Initial Payment amount, Purchaser shall be liable to Seller for Seller's actual costs and expenses.
3. This proposal covers only items specifically set out in the Contract. In the event of conflict between drawings and written specifications, only items listed in written specifications will be furnished. All other material furnished to be at extra charge.
4. When prices are for structures erected on concrete poured by others. Seller reserves the right to inspect and reject anchor bolt settings. Additional charge will be made for any and all work required to correct improper anchor bolt setting.
5. Where contract covers a building to be placed on concrete slab and foundations poured by others, all liabilities and warranties with respect to loadings and strength are void unless the concrete work is done in accordance with foundation plans furnished by Revco.
6. Delivery and/or completion by Revco is contingent upon factory suppliers, labor disputes, strikes, acts of God, and other conditions beyond its control. Revco will not assume any liability or extra costs due to delays beyond anticipated delivery and/or completion dates. Purchaser shall be responsible for all loss or damage to the building or material after delivery to the job site. After delivery to job site and until the purchase price is paid in full, Purchaser shall keep all material herein contracted to be furnished fully insured against loss or damage on account of fire, windstorm, riot, theft, vandalism, or any other hazard in an amount equal to the full amount of the unpaid purchase price, which said policy shall be payable to the Seller as his interest may appear.
7. Seller assumes no responsibility for buildings which are loaded beyond the design for live and wind loads by unusual conditions such as crane loads, bulk storage loads, etc., unless specifically mentioned in the proposal.
8. Seller shall not be liable for any defective conditions or failures in buildings caused by work done by other crafts, and Purchaser agrees to pay Seller for any service calls Seller makes in connection therewith.
9. The Seller guarantees all new structures to be free from defective material or workmanship for a period of twelve months. Neglect, misuse, accidents, or normal wear are not included. If any defect (attributable to the Seller) appears in any of the material furnished hereunder within twelve (12) months after the date of shipment by the Seller of such material, Purchaser shall notify Seller in writing immediately of such defect or defects, and present satisfactory evidence thereof, and Seller shall within a reasonable time thereafter correct the defect or defects, by repair or replacement of the defective material; in no case shall the liability of Seller exceed the reasonable cost to Seller of correcting any defects in the materials supplied by it, and the Seller shall not be liable for any consequential damages or for any fault in designs or specifications furnished by the Purchaser or others; and upon expiration of said twelve (12) months period all such liability shall terminate. Seller shall not be liable for any materials or work done without its prior written authorization. No payments may be withheld by the Purchaser pending adjustment of liability for alleged defects or the cost of correcting the same. Strict compliance by the Purchaser with provisions of this paragraph shall be a condition precedent to the recovery from Seller of any sum in respect of any defective materials or workmanship.

TERMS AND CONDITIONS – Continued

10. Purchaser warrants and represents that he owns the fee simple title to the premises where the building is to be constructed. If Purchaser owns an interest less than fee simple title, Purchaser hereby agrees to (a) advise Seller in writing as to the extent of his interest in said premises, and (b) secure the approval, in writing, of the owner or other parties interested in said premises for the improvements to be made under this proposal, all prior to the execution hereof. In any event, Purchaser agrees to save Seller harmless from all damages sustained because of defects in the title to said real estate.

11. Purchaser agrees that it will be his responsibility to see that any building ordered from Revco meets local codes or regulations. Revco guarantees only that buildings will meet specific loadings as outlined in the contract agreement. The building permit, if required, shall be obtained by the Purchaser.

12. Purchaser assumes full responsibility for furnishing Seller (a) adequate roadways to construction site, (b) convenient and suitable area for storing of materials within 150 feet of construction site, and (c) if this proposal includes erection, free and unobstructed access within the building lines for efficient erection of steel, (d) removal of any electrical power lines or have the power cut off during the erection in an area 60 feet in any direction from the building line, including overhead line, and (e) adequate electrical service within 100 feet of site for power tools, etc. In default of Purchaser to so furnish same, Seller may, in its discretion, do so and the expense thereof shall be added to and become a part of the total price of this contract.

13. Occupancy of the premises shall constitute acceptance of the same by Purchaser and full payment shall become due in accordance with the terms.

14. It is agreed that Purchaser will pay all cost of collecting, or securing, or attempting to collect or secure any indebtedness which may be due hereunder, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. Should Purchaser fail to make payment upon the terms designated by Seller, a service charge of 1 ½% per month shall be paid by Purchaser on any unpaid principal balance due under this contract, from the due date of any payment.

15. By the acceptance of, and as a part of the consideration for this contract, and in addition to the liens granted Seller by law, Purchaser hereby irrevocably grants unto Seller the right of removal from the premises or property, with or without legal process, any materials or buildings not paid for in accordance with the terms hereof. Until full payment, Purchaser hereby grants Revco, its employees, agents, and assigns, license to enter upon the property where said materials or buildings are situated for the purpose of so removing the same.

16. In the event that any one or more of the provisions contained in this agreement shall for any reason be held to be unenforceable in any respect under the laws of any state, such enforceability shall not affect any other provisions of this agreement.

17. There are no promises, representations or understandings outside of this instrument, and except as herein otherwise expressly provided. This instrument shall not be altered, or modified except by an agreement in writing signed by the parties hereto, and no officer, agent, or employee of the Seller shall have the power to waive or be deemed or held to have waived any provision hereof, unless such waiver be in writing and signed by a duly authorized sales representative of Revelle Builders of NC, Inc.

These terms and conditions are hereby accepted:

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