NOTICE TO BIDDERS

FOR

Town of Beaufort Fire Department
Fire Station #2 Addition
Beaufort, NC 28516

ENGINEER's Project No. 26047

SCOPE OF WORK

The Town of Beaufort (OWNER) proposes to construct an approximately 25' x 50' pre-engineered addition to their existing fire station at 2731 Highway 101 in Beaufort, North Carolina. The following scope of work is expected:

- Construction of an approximately 25' x 50' pre-engineered steel addition.
- Construction of a timber framed decontamination room with training room above.
- Select concrete removal for installation of a drainage system in the existing truck bays.
- Removal of a portion of the asphalt and concrete parking area and new asphalt pavement and concrete dumpster pad.
- Installation of all plumbing, electrical, and HVAC utilities.
- Installation of a 32" x 67" fixed pane window in the kitchen.

NOTICE TO BIDDERS

Sealed bid for this work will be received by:

Town of Beaufort
Fire Station #2
2731 Highway 101
Beaufort, NC 28516

up to **2:00 PM**, on September 10, 2026 and immediately thereafter publicly opened and read aloud.

Complete plans and specification and Contract Documents can be obtained from:

John J. Wade, P.E.
Arendell Engineers
1004 Arendell Street
Morehead City, NC 28557
(252) 622-4338
john@arendellengineers.com

CONTRACTORs are hereby notified that they must be properly licensed in all relevant trades in accordance with Chapter 87 of the North Carolina General Statues and all other applicable North Carolina law.

No bid may be withdrawn after the opening of bids for a period of 30 days. Bids shall be made only on the BID/ACCEPTANCE form provided herein with all blank spaces for bids completely and all signatures properly executed.

No bid may be withdrawn after the receipt of proposals for a period of 60 days. The OWNER reserves the right to reject bids with or without cause, including failure to submit any required documentation without indicating any reasons for such rejection(s), to waive any irregularities or informalities, to solicit and re-advertise for other bids and to award to the proposal deemed to be in the OWNER's best interest.

Rejection may also occur if there are unauthorized additions, conditional bids, multiple bids or alternate bids which may tend to make the bid incomplete, indefinite, or ambiguous as to the bid's meaning as well as adding any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

The OWNER reserves the right to withdraw this advertisement at any time without prior notice. This advertisement does not commit the OWNER to enter into an agreement or to pay any costs incurred in the preparation of a bid. The OWNER also reserves the right to negotiate with the apparent successful bidder concerning various alternatives.

Bids shall include all applicable taxes and fees.

Please note on the envelope – **Bid:** *Beaufort Fire Station #2 Addition*
Attn: John J. Wade, P.E.
Arendell Engineers
(Date)
(CONTRACTOR)
(License Number)

A mandatory Pre-Bid Conference will be held at the project site on August 25th, 2026 at 10:00 AM local time. Representatives of OWNER and ENGINEER will transmit to Bidding Document holders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective until provided in writing.

The Preliminary Project Schedule is as follows:

August 18, 2026	Advertise for Bidders
August 25, 2026	Pre-Bid Conference
September 10, 2026	Bid Opening
September 14, 2026	Arendell Engineers issues Recommendation for Award
T.B.D.	OWNER's Awards Contract
T.B.D.	OWNER issues Notice of Award, Contract Documents delivered to the CONTRACTOR for Execution.
T.B.D.	CONTRACTOR returns executed Contract Documents and required documents
T.B.D.	OWNER issues Notice to Proceed – Contract Time starts
T.B.D.	Pre-Construction Conference
T.B.D.	Construction Commences
T.B.D.	Substantial Completion
T.B.D.	Final Completion

BID/ACCEPTANCE FORM

for

Town of Beaufort Fire Department
Fire Station #2 Addition
Beaufort, NC 28516

ENGINEER's Project No. 26047

We are in receipt of Addendum _____1 _____2 _____3 _____4

The undersigned, as bidder, proposes and agrees if this bid is accepted to contract with the Town of Beaufort by the execution of the attached General Conditions/Contract Agreement and other Contract Documents (as defined therein) for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in the Contract Documents in full and complete accordance with plans, specifications, and the Contract Documents, and to the full and entire satisfaction of the OWNER and ENGINEER and the for the sum of:

Base Bid Lump Sum:

- Construction of an approximately 25' x 50' pre-engineered steel addition.
- Construction of a timber framed decontamination room with training room above.
- Select concrete removal for installation of a drainage system in the existing truck bays.
- Removal of a portion of the asphalt and concrete parking area and new asphalt pavement and concrete dumpster pad.
- Installation of all plumbing, electrical, and HVAC utilities.
- Installation of a 32" x 67" fixed pane window in the kitchen.

_____ (words) $_____ (figures)

Respectfully submitted this _____day of_____20____

_____

(CONTRACTOR's Name)

Federal Tax ID#:_____ By:_____

Witness:_____ Title:_____
(partner, corp. Pres. or Vice President)

_____ Address:_____
(Proprietorship or Partnership)

Attest: *(corporation)* Email Address:_____

(***Corporate Seal***)

By:_____ License #:_____

Title:_____
(Corporation, Secretary./ Ass't Secretary.)

ACCEPTED by the OWNER

Base Bid Lump Sum:

_____ (words) $_____ (figures)

Town of Beaufort

BY:_____ TITLE:_____

BY:_____ TITLE:_____

GENERAL CONDITIONS / CONTRACT AGREEMENT

1. GENERAL

It is understood and agreed that by submitting a bid that the CONTRACTOR has examined the Contract Documents (defined below), drawings and specifications, has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

2. DEFINITIONS

OWNER: "OWNER" shall mean Town of Beaufort.

CONTRACTOR: "CONTRACTOR" shall mean the entity that will provide the services for the OWNER.

ENGINEER: The **ENGINEER(s)** are those referred to within the Contract Documents, or their authorized representatives. The ENGINEER(s), as referred to herein, shall mean ENGINEER responsible for preparing the project plans and specifications. They will be referred to hereinafter as if each were of the singular number, masculine gender.

Contract Documents: "Contract Documents" shall consist of the Notice to Bidders; this General Conditions/Contract Agreement; special conditions, if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the Bid/Acceptance Form; the performance bond if applicable; and insurance certificates. All of these items together form the Contract Documents.

3. INTENT AND EXECUTION OF DOCUMENTS

The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: this General Conditions/Contract Agreement, specifications, large-scale detail drawings, small-scale drawings.

In such cases where the nature of the work requires clarification by the ENGINEER/OWNER, the ENGINEER/OWNER shall furnish such clarification in writing. Clarifications and drawings shall be consistent with the intent of the Contract Documents and shall become a part thereof.

4. AS-BUILT MARKED-UP CONSTRUCTION DOCUMENTS

CONTRACTOR shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, CONTRACTOR shall submit construction drawings and specifications set with notation "No Changes." The ENGINEER/OWNER must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.

5. SUBMITTAL DATA

The CONTRACTOR shall submit all specified submittals to the OWNER/ENGINEER. A minimum number of copies, as specified by the OWNER, of all required submittal data pertaining to construction, performance and general dimensional criteria of the components listed in the technical specifications shall be submitted. No material or equipment shall be ordered or installed prior to written approval of the submittals by the ENGINEER/OWNER. Failure to provide submittal data for review on equipment listed in the technical specifications will result in removal of equipment by the CONTRACTOR at his expense if the equipment is not in compliance with the specifications.

6. SUBSTITUTIONS

In accordance with the provisions of North Carolina General Statute section 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase

until five (5) days prior to the receipt of bids or by the date specified in the pre bid conference, when submitted to the ENGINEER with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as a potential change order.

Submittals for proposed substitutions shall include the following information:

a. Name, address, and telephone number of manufacturer and supplier as appropriate.

b. Trade name, model or catalog designation.

c. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.

d. Detailed comparison with specified products including performance capabilities, warranties, and test results.

e. Other pertinent data including data requested by the ENGINEER to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the ENGINEER to those specified, all bidders of record will be notified by Addendum.

7. WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

The CONTRACTOR shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the OWNER, ENGINEER or his authorized representative.

The CONTRACTOR shall maintain at the job site, a day-to-day record of work-in-place that is at variance with the Contract Documents. Such variations shall be fully noted on project drawings by the CONTRACTOR and submitted to the ENGINEER upon project completion and no later than 30 days after acceptance of the project.

8. MATERIALS, EQUIPMENT, EMPLOYEES

a. The CONTRACTOR shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the Contract Documents.

b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

c. Upon notice, the CONTRACTOR shall furnish evidence as to quality of materials.

d. 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. Request for substitution of materials, items, or equipment shall be submitted to the ENGINEER for approval or disapproval; the ENGINEER prior to the opening of bids shall make such approval or disapproval. Alternate materials may be requested after the award if it can

clearly be demonstrated that it is an added benefit to the OWNER and the ENGINEER and OWNER approves.

e. The ENGINEER is the judge of equality for proposed substitution of products, materials or equipment.

f. If at any time during the construction and completion of the work covered by these Contract Documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the OWNER or ENGINEER, or if any workman be considered detrimental to the work, the CONTRACTOR shall order such parties removed immediately from grounds.

g. The CONTRACTOR shall cooperate with the ENGINEER and the OWNER in coordinating construction activities.

h. The CONTRACTOR shall maintain qualified personnel and effective supervision at the site at all times during the project and shall exercise the appropriate quality control program to ensure compliance with the project drawings and specifications. The ENGINEER is responsible for determining compliance with the drawings and specifications.

9. CODES, PERMITS AND INSPECTIONS

The CONTRACTOR shall obtain the required permits, if any, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this General Conditions/Contract Agreement. If the CONTRACTOR observes that the drawings and specifications are at variance therewith, he shall promptly notify the ENGINEER in writing. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the OWNER, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

10. PROTECTION OF WORK, PROPERTY, THE PUBLIC AND SAFETY

a. The CONTRACTOR shall be responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the OWNER or ENGINEER, and by laws or ordinances governing such conditions. The CONTRACTOR shall be responsible for any damage to the OWNER's property or that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The CONTRACTOR shall be responsible for and pay for any damages caused to the OWNER. The CONTRACTOR shall have access to the project at all times, except as indicated in the Supplemental General Conditions.

b. The CONTRACTOR shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the OWNER.

c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the ENGINEER and OWNER.

d. The CONTRACTOR shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around them. He shall barricade all walks, roads, etc., as directed by the ENGINEER to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.

e. The CONTRACTOR shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator

shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

f. The CONTRACTOR shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and sections 95-126 through 95-155 of the North Carolina General Statutes.

i. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the CONTRACTOR is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the CONTRACTOR on account of such action shall be determined as provided for under Article 13(b).

j. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the CONTRACTOR. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

11. SUBCONTRACTS AND SUBCONTRACTORS

The CONTRACTOR is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or of any employee of either. The CONTRACTOR agrees that no contractual relationship exists between the subcontractor and the OWNER in regard to the General Conditions/Contract Agreement or the Contract Documents, and that the subcontractor acts on this work as an agent or employee of the CONTRACTOR.

12. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The CONTRACTOR agrees that the terms of the Contract Documents shall apply equally to each Subcontractor as to the CONTRACTOR, and the CONTRACTOR agrees to take such action as may be necessary to bind each Subcontractor to these terms. The CONTRACTOR further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to CONTRACTOR-Subcontractor relationships. The OWNER reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

13. CHANGES IN THE WORK AND CLAIMS FOR EXTRA COST

a. The OWNER may have changes made in the work covered by the General Conditions/Contract Agreement. These changes will not invalidate and will not relieve or release the CONTRACTOR from any guarantee given by him pertinent to the contract provisions. All extra work shall be executed under the terms of the General Conditions/Contract Agreement.

b. Except in an emergency endangering life or property, no change shall be made by the CONTRACTOR except upon receipt of approved change order from the ENGINEER, countersigned by the OWNER authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed.

In the event of emergency endangering life or property, the CONTRACTOR may be directed to proceed on a time and material basis whereupon the CONTRACTOR shall proceed and keep accurately on such form as specified by the ENGINEER or OWNER, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

c. In determining the values of changes, either additive or deductive, CONTRACTOR is restricted to the use of the following methods:

1. Where the extra work involved is covered by unit prices quoted in the Bid, or subsequently agreed to by the CONTRACTOR, ENGINEER and OWNER, the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except is such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party

may elect to proceed under subparagraph c (2) herein. If neither party elects to proceed under c (2), then unit prices shall apply.

2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.

d. Under Paragraph “b” and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all CONTRACTORs (the single contracting entity (prime), his subcontractors(1st tier subs), or their sub-subcontractors (2nd tier subs, 3rd tier subs, etc.) shall be allowed a maximum of 10% on work they each self-perform; the prime CONTRACTOR shall be allowed a maximum of 5% on contracted work of his 1st tier sub; 1st tier, 2nd tier, 3rd tier, etc. CONTRACTORs shall be allowed a maximum of 2.5% on the contracted work of their subs. ; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the CONTRACTOR shall include no less than five percent (5%) profit, but no allowances for overhead.

e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:

1. The actual costs of materials and supplies incorporated or consumed as part of the work;

2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.

3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker’s compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;

4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;

5. The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the work.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the OWNER.

f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.

g. Change orders shall be submitted by the CONTRACTOR in writing to the OWNER/ENGINEER for review and approval. The CONTRACTOR will provide such proposal and supporting data in suitable format. The ENGINEER shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the CONTRACTOR of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of the CONTRACTOR’s accepted proposal including all supporting documentation required by the ENGINEER, the ENGINEER shall prepare the change order and forward to the CONTRACTOR for his signature or otherwise respond, in writing, to the CONTRACTOR’s proposal. Within seven (7) days after receipt of the change order executed by the CONTRACTOR, the ENGINEER shall,

certify the change order by his signature, and forward the change order and all supporting data to the OWNER for the OWNER's signature. The OWNER shall execute the change order, within seven (7) days of receipt.

At the time of signing a change order, the CONTRACTOR shall be required to certify as follows:

"I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."

h. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.

i. If, during the progress of the work, the OWNER requests a change order and the CONTRACTOR's terms are unacceptable, the OWNER, may require the CONTRACTOR to perform such work on a time and material basis whereupon the CONTRACTOR shall proceed and keep accurately on such form as specified by the ENGINEER or OWNER, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and “net cost” and “cost” per paragraph e. above. Without prejudice, nothing in this paragraph shall preclude the OWNER from performing or to have performed that portion of the work requested in the change order.

14. ANNULMENT OF CONTRACT

If the CONTRACTOR fails to begin the work under this General Conditions/Contract Agreement within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time specified, or if the CONTRACTOR fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or if the CONTRACTOR shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the CONTRACTOR shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the OWNER may give notice in writing, sent by certified mail, return receipt requested, to the CONTRACTOR and his surety (if applicable) of such delay, neglect or default, specifying the same, and if the CONTRACTOR within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the OWNER may declare this contract in default, and, thereupon, the surety, if any, shall promptly take over the work and complete the performance of this General Conditions/Contract Agreement in the manner and within the time frame specified. In the event the CONTRACTOR, or the surety (if applicable) shall fail to take over the work to be done under this General Conditions/Contract Agreement within seven (7) days after being so notified and notify the OWNER in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the OWNER shall have full power and authority, without violating the General Conditions/Contract Agreement, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said General Conditions/Contract Agreement according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said General Conditions/Contract Agreement in an acceptable manner. All costs and charges incurred by the OWNER, together with the costs of completing the work under this General Conditions/Contract Agreement, shall be deducted from any monies due or which may become due said CONTRACTOR and surety (if applicable). In case the expense so incurred by the OWNER shall be less than the sum which would have been payable under the contract, if it had been completed by said CONTRACTOR, then the said CONTRACTOR and surety (if applicable) shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the CONTRACTOR and the surety (if applicable) shall be liable and shall pay to the OWNER the amount of said excess.

15. TERMINATION FOR CONVENIENCE

a. OWNER may at any time and for any reason terminate CONTRACTOR’s services and work at OWNER's convenience, after notification to the CONTRACTOR in writing via certified mail. Upon receipt of such notice, CONTRACTOR shall, unless the notice directs otherwise, immediately

discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this General Conditions/Contract Agreement.

b. Upon such termination, CONTRACTOR shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this General Conditions/Contract Agreement; plus, (2) such other costs actually incurred by CONTRACTOR as approved by OWNER; (3) plus ten percent (10%) of the cost of the balance of the work to be completed for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to CONTRACTOR prior to the date of the termination of this General Conditions/Contract Agreement. CONTRACTOR shall not be entitled to any claim or claim of lien against OWNER for any additional compensation or damages in the event of such termination and payment.

16. OWNER'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the CONTRACTOR fails to prosecute the work properly or to perform any provision of this General Conditions/Contract Agreement , the OWNER, after seven (7) days' written notice sent by certified mail, return receipt requested, to the CONTRACTOR from the ENGINEER, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the CONTRACTOR, such action and cost of same having been first approved by the ENGINEER. Should the cost of such action of the OWNER exceed the amount due or to become due the CONTRACTOR, then the CONTRACTOR or his surety, or both, shall be liable for and shall pay to the OWNER the amount of said excess.

17. REQUESTS FOR PAYMENT

CONTRACTOR shall refer to the Supplemental General Conditions for specific directions on payment schedule, procedures and the name and address where to send applications for payments for this project. It is imperative that invoices be sent only to the above address in order to assure proper and timely delivery and handling.

The ENGINEER/OWNER will process all CONTRACTOR pay requests as the project progresses. The OWNER shall make payment to CONTRACTOR within thirty (30) days after ENGINEER/OWNER’s approval of each pay request. Payment will only be made for work performed as determined by the ENGINEER/OWNER.

Retainage: If construction costs exceed $100,000.00, the OWNER shall withhold a maximum rate of 5% retainage for each periodic payment up to 50% completion. Once the project is 50% complete, as determined by state statute, no funds will be retained if the work is deemed “satisfactory.” If performance is “unsatisfactory,” funds may be retained at a maximum rate of 5%.

Final payment will be made within forty-five (45) days after acceptance of the work, receipt of marked-up “as-built” drawings and specifications and the submission both of notarized CONTRACTOR's affidavit and final pay request. All pay requests shall be submitted to the ENGINEER/OWNER for approval. Final payment from OWNER to CONTRACTOR constitutes full and final payment and the waiver by CONTRACTOR of any and all claims hereunder or under the Contract Documents.

THE CONTRACTOR'S FINAL PAYMENT AFFIDAVIT SHALL STATE: "THIS IS TO CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

18. PAYMENTS WITHHELD

The ENGINEER with the approval of the OWNER may withhold payment for the following reasons:

a. Faulty work not corrected.

b. The unpaid balance on the General Conditions/Contract Agreement is insufficient to complete the work in the judgment of the ENGINEER.

c. To provide for sufficient contract balance to cover liquidated damages that will be assessed.

d. The Director of Public Services may authorize the withholding of payment for the following reasons:

i. Claims filed against the CONTRACTOR or evidence that a claim will be filed.

ii. Evidence that subcontractors have not been paid.

When grounds for withholding payments have been removed, payment will be released. Unpaid amounts otherwise due and owing shall accrue interest at the rate of 8 percent per annum. The OWNER shall not be liable for interest on payments withheld by the OWNER for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the OWNER or reasonable evidence that a third-party claim will be filed.

19. MINIMUM INSURANCE REQUIREMENTS

The work under this General Conditions/Contract Agreement shall not commence until the CONTRACTOR has obtained all required insurance and verifying certificates of insurance have been approved in writing by the OWNER. These certificates shall name OWNER as a loss payee or additional insured, as appropriate, and shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the OWNER of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. **Worker's Compensation and Employer's Liability**

The CONTRACTOR shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of $100,000.

b. **Public Liability and Property Damage**

The CONTRACTOR shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the CONTRACTOR or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury:	$500,000 per occurrence
Property Damage:	$100,000 per occurrence / $300,000 aggregate

In lieu of limits listed above, a $500,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the work performed under the contract.

c. **Property Insurance (Builder's Risk/Installation Floater)**

The CONTRACTOR shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the OWNER, the CONTRACTOR, the subcontractors and sub-subcontractors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If the OWNER is damaged by failure of the CONTRACTOR to purchase or maintain such insurance, then the CONTRACTOR shall bear all reasonable costs properly attributable thereto; the CONTRACTOR shall maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

d. **Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the CONTRACTOR.

e. **Other Insurance**

The CONTRACTOR shall obtain such additional insurance as may be required by the OWNER or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

f. **Proof of Carriage**

The CONTRACTOR shall furnish the OWNER with satisfactory proof of carriage of the insurance required before written approval is granted by the OWNER.

20. ASSIGNMENT

No assignment of the CONTRACTOR's obligations or the CONTRACTOR's right to receive payment hereunder shall be permitted. However, upon written request approved by the OWNER and solely as a convenience to the CONTRACTOR, the OWNER may: (1) forward the CONTRACTOR's payment check directly to any person or entity designated by the CONTRACTOR, or (2) include any person or entity designated by CONTRACTOR as a joint payee on the CONTRACTOR's payment check. In no event shall such approval and action obligate the OWNER to anyone other than the CONTRACTOR, and the CONTRACTOR shall remain responsible for fulfillment of all provisions of this General Conditions/Contract Agreement.

21. CLEANING UP AND RESTORATION OF SITE

The CONTRACTOR shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the OWNER. Before final inspection and acceptance of the project, the CONTRACTOR shall thoroughly clean the sites, and completely prepare the project and site for use by the OWNER.

At the end of construction, the CONTRACTOR shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.

22. GUARANTEE

The CONTRACTOR shall unconditionally guarantee materials and workmanship against defects arising from faulty materials, faulty workmanship or negligence for a period of five (5) years following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the OWNER.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of five (5) years, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The CONTRACTOR shall replace such defective equipment or materials, without cost to the OWNER, within the manufacturer's warranty period. To the extent necessary, CONTRACTOR shall assign to OWNER all such equipment of material warranties.

Additionally, the OWNER may bring an action for latent defects caused by the negligence of the CONTRACTOR, which is hidden or not readily apparent to the OWNER at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

23. STANDARDS

Where reference is given to codes, standard specifications or other data published by regulating agencies including, but not limited to, national electrical codes, North Carolina State building codes, federal specifications, ASTM specifications, various institute specifications, etc. it shall be understood that such reference is to the latest edition including addenda published prior to the date of the contract documents.

24. INDEMNITY

The CONTRACTOR shall defend, indemnify, save and hold harmless the OWNER, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgments, losses, damages, and liabilities (including all costs and attorney’s fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) CONTRACTOR, its subcontractors, agents

or employees in the performance of this Agreement or their provision of any services required herein to be performed by the CONTRACTOR or its subcontractors, agents or employees, and (b) any act or omission of CONTRACTOR, or its subcontractors, agents or employees. The CONTRACTOR shall assume sole liability for any injuries or damages caused to a third party as a result of the fulfillment of this Agreement.

25. NON-DISCRIMINATION

The bidder shall, when applicable, comply with the requirements of all Federal, State, and local laws, ordinances and regulations relating to minimum wages, social security, unemployment compensation insurance, and Workman's Compensation, and shall not discriminate against any employee or applicant for employment because of race, sex, creed, color, or national origin.

28. GOVERNING LAWS

This contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina. The CONTRACTOR shall comply with all applicable federal, State and local laws, statutes, ordinances and regulations. Exclusive venue for any legal action instituted hereunder shall be with the state and federal courts having jurisdiction over Carteret County, North Carolina.

29. CONTRACTOR EVALUATION

The CONTRACTOR's overall work performance on the project shall be fairly evaluated for determining qualifications to bid on future OWNER projects. In addition to final evaluation, an interim evaluation may be prepared during the progress of project. The OWNER may request the CONTRACTOR's comments to evaluate the ENGINEER.

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

The CONTRACTOR shall commence work to be performed under this General Conditions/Contract Agreement on T.B.D. and shall fully complete all work hereunder by T.B.D. For each day in excess of the Final Completion date, the CONTRACTOR shall pay the OWNER the amount of Five hundred dollars ($500.00) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the OWNER should the CONTRACTOR fail to complete the Work within the time specified.

If the CONTRACTOR is delayed at anytime in the progress of his work by any act or negligence of the OWNER, his employees or his separate CONTRACTOR, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the CONTRACTOR's control or by other causes deemed justifiable by OWNER, then the contract time may be reasonably extended in a written change order from the OWNER upon written request from the CONTRACTOR within ten days following the cause for delay. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the OWNER do not entitle the CONTRACTOR to compensable damages for delays. Any CONTRACTOR claim for compensable damages for delays is limited to delays caused solely by the OWNER or its agents.

CONTRUCTION SCHEDULE:

Commence Construction	T.B.D.
Substantial Completion	T.B.D.
Final Completion	T.B.D.

PAYMENTS

The CONTRACTOR may submit monthly pay requests to the ENGINEER for approval and recommendation to the OWNER for payment. Retainage will be withheld in accordance with North Carolina State Statutes. Application for Payments are to be submitted on a form provided by ENGINEER to the CONTRACTOR including the Schedule of Values. ENGINEER will have 10 days after receipt of each Application for Payment to review and either indicate in writing a recommendation of payment and present the Application to the OWNER or return the Application to the CONTRACTOR indicating in writing the ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

UTILITIES

OWNER may provide certain utilities such as power or water with connections and extensions by the CONTRACTOR. CONTRACTOR shall provide temporary toilets.

USE OF SITE

No uncompleted work or repairs will be allowed to remain during non-work hours unless: (a) fully secured and protected by safety devices in accordance with normal safety procedures for construction sites an OSHA regulations, (b) fully secured and protected, as necessary, from the weather by tarps and/or plastic sheeting. The CONTRACTOR shall be responsible for protecting areas adjacent to the work area. The CONTRACTOR shall provide measures to accommodate the safe and reasonable use of the hallways and rooms by the OWNER during both work and non-work hours. All work areas will be protected with satisfactory safety measures at all times and supervised during work hours. During non-work hours, the CONTRACTOR shall provide satisfactory safety measures to protect the interior and exterior portions of the project site.

Site is unsecured. The security of the CONTRACTOR's materials and supplies is his responsibility. OWNER will not be responsible for damage, losses or replacement of materials. Damaged or lost material shall be replaced at no additional cost to the OWNER.

The CONTRACTOR shall be responsible for providing all safety measures (OSHA and otherwise) and provide any devices necessary to ensure protection of the workers and the general public. The CONTRACTOR shall provide a clean-up of the site daily and a final work area and site clean-up at the end of the project.

COMPLIANCE WITH OTHER LAWS

CONTRACTOR shall comply with each and every law pertaining to public construction contracts generally, but not limited to e-verify compliance set forth in Article 2 of Chapter 64 of the North Carolina General Statues.