

*Note: For Community College projects - Delete "State of North Carolina, through" as owner and use "Trustees of (insert name of community college)"

FORM OF CONSTRUCTION CONTRACT

(ALL PRIME CONTRACTS)

THIS AGREEMENT, made the _____ day of _____ in the year of 2015 by and between **Brantley Construction Company, LLC** hereinafter called the Party of the First Part and the **Trustees of Haywood Community College** hereinafter called the Party of the Second Part.

WITNESSETH:

That the Party of the First Part and the Party of the Second Part for the consideration herein named agree as follows:

1. Scope of Work: The Party of the First Part shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the following enumerated plans, specifications and documents, which are attached hereto and made a part thereof as if fully contained herein: advertisement; Instructions to Bidders; General Conditions; Supplementary General Conditions; specifications; accepted proposal; contract; performance bond; payment bond; power of attorney; workmen's compensation; public liability; property damage and builder's risk insurance certificates; approval of attorney general; certificate by the Office of State Budget and Management, and drawings, titled:

Construction of two new buildings on the Haywood Community College campus. The Apparatus Bay and Classroom Building is a steel frame building on a concrete slab with four classrooms, offices, conference room, toilet and shower rooms, storage rooms, and an apparatus bay. The Burn Building is a multi-story cmu block building with three live burn rooms, two situation training rooms, a stair tower, and storage basement. The project also includes site work and grading around the buildings, parking, drive access, and a fenced training area around the Burn Building with a drafting pit and an extraction pad.

Consisting of the following sheets: _____

CS0.1 COVER SHEET

C16.0 DETAILS

C17.0 DETAILS

CIVIL

C1.0 EXISTING CONDITIONS

APPARATUS & CLASSROOM BUILDING

C2.0 LAYOUT PLAN

C3.0 GRADING, STORM WATER, EROSION CONTROL

ARCHITECTURAL

LS1.0A APPENDIX B - APPARATUS & CLASSROOM BUILDING

C4.0 PAVING IDENTIFICATION

LS1.1A LIFE SAFETY SHEET

C5.0 UTILITIES

C6.0 SEWER PROFILES

A1.0A MAIN FLOOR REFERENCE PLAN & SLAB DIMENSIONS

C7.0 DETAILS

A1.1A MAIN FLOOR & MEZZANINE DIMENSION PLANS

C8.0 DETAILS

A1.2A REFLECTED CEILING PLAN

C9.0 DETAILS

A1.3A ROOF PLAN

C10.0 DETAILS

A1.4A FINISH PLAN

C11.0 DETAILS

A2.0A DOOR SCHEDULES & DETAILS

C12.0 DETAILS

A2.1A WINDOW ELEVATIONS & DETAILS

C13.0 DETAILS

A2.2A WALL TYPES

C14.0 DETAILS

C15.0 DETAILS

A3.0A ELEVATIONS
A4.0A BUILDING SECTIONS
A5.0A WALL SECTIONS
A5.1A WALL SECTIONS
A5.2A WALL DETAILS
A5.3A MISCELLANEOUS & ROOF DETAILS
A5.4A PLAN DETAILS
A6.0A ENLARGED TOILETS
A6.1A INTERIOR ELEVATIONS
A6.2A STAIR PLANS & SECTIONS

STRUCTURAL

S.01A GENERAL NOTES, ABBREVIATIONS,
LEGENDS, INDEX
S1.1A FOUNDATION PLAN
S1.2A LOW ROOF MEZZANINE FRAMING
PLAN
S1.3A HIGH ROOF FRAMING PLAN
S2.1A TYPICAL FOUNDATION SECTIONS
S2.2A FOUNDATION SECTIONS
S3.1A TYPICAL FRAMING SECTIONS
S4.1A TYPICAL ROOF DETAILS
S4.2A ROOF FRAMING DETAILS
S4.3A ROOF FRAMING DETAILS
S5.1A BRACE FRAMING ELEVATIONS
S5.2A BRACE FRAMING ELEVATIONS AND
COLUMN SCHEDULE
S6.1A MASONRY DETAILS

PLUMBING

P1.0A PLUMBING DETAILS, NOTES, AND
SCHEDULES
P1.1A FIRE PENETRATION DETAILS
P2.0A WASTE AND VENT PLUMBING PLAN
P2.1A WATER PIPING PLUMBING PLAN

MECHANICAL

M1.0A MECHANICAL SUMMARY, LEGEND, &
NOTES
M1.1A MECHANICAL SCHEDULES
M1.2A MECHANICAL DETAILS
M1.3A GAS PIPING RISER DIAGRAM
M1.4A FIRE PENETRATION DETAILS
M2.0A MECHANICAL FLOOR PLAN
M2.1A MECHANICAL ROOF PLAN

ELECTRICAL

E0.0A ELECTRICAL NOTES & SCHEDULES
E0.1A ELECTRICAL SITE PLAN
E1.0A LIGHTING PLAN
E1.1A POWER & RECEPTACLE PLAN

E2.0A ELECTRICAL ROOF & MEZZANINE
PLAN
E3.0A ELECTRICAL DETAILS
E4.0A ELECTRICAL RISER & PANEL
SCHEDULE

BURN BUILDING

ARCHITECTURAL

LS1.0B APPENDIX B - BURN BUILDING
LS1.1B LIFE SAFETY PLANS
A1.0B REFERENCE FLOOR PLANS & FINISH
SCHEDULE
A1.1B DIMENSION FLOOR PLANS
A2.0B DOOR & PANEL SCHEDULE
A3.0B ELEVATIONS
A4.0B SECTIONS
A5.0B WALL SECTIONS
A6.0B STAIR BS1 PLANS, SECTIONS, &
DETAILS
A6.1B STAIR BS2 PLANS, SECTIONS, &
DETAILS
A7.0B DETAILS
A7.1B DETAILS
A8.0B LIVE BURN EQUIPMENT

STRUCTURAL

S.01B GENERAL NOTES, ABBREVIATIONS,
LEGENDS, INDEX
S1.1B FOUNDATION & FIRST FLOOR
FRAMING PLAN
S1.2B SECOND & THIRD FLOOR FRAMING
PLANS
S1.3B ROOF FRAMING PLAN
S2.1B FOUNDATION TYPICAL DETAILS
S2.2B FOUNDATION DETAILS & SECTIONS
S3.1B TYPICAL FLOOR FRAMING DETAILS
S3.2B TYPICAL FLOOR FRAMING DETAILS
S4.1B ROOF FRAMING DETAILS &
SECTIONS

PLUMBING

P3.0B PLUMBING PLANS

MECHANICAL

M2.0B MECHANICAL PLANS

ELECTRICAL

E0.0B ELECTRICAL POWER & LIGHTING
PLAN

Dated: June 15, 2015 and the following addenda:

Addendum No 1 Dated: June 24, 2015 Addendum No 2 Dated: June 25, 2015

Addendum No 3 Dated: July 8, 2015 Addendum No Dated:

2. That the Party of the First Part shall commence work to be performed under this agreement on a date to be specified in a written order of the Party of the Second Part and shall fully complete all work hereunder within **365** consecutive calendar days from said date. For each day in excess thereof, liquidated damages shall be as stated in Supplementary General Conditions. The Party of the First Part, as one of the considerations for the awarding of this contract, shall furnish to the Party of the Second Part a construction schedule setting forth planned progress of the project broken down by the various divisions or part of the work and by calendar days as outlined in Article 14 of the General Conditions of the Contract.

3. The Party of the Second Part hereby agrees to pay to the Party of the First Part for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States as follows:

Four million six hundred eighty six thousand two hundred sixty dollars.
(\$ 4,686,260).

Summary of Contract Award:

4. In accordance with Article 31 and Article 32 of the General Conditions of the Contract, the Party of the Second Part shall review, and if approved, process the Party of the First Party's pay request within 30 days upon receipt from the Designer. The Party of the Second Part, after reviewing and approving said pay request, shall make payments to the Party of the First Part on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the First Party, less five percent (5%) of the amount of such estimate which is to be retained by the Second Party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the Second Party. The Second Party may elect to waive retainage requirements after 50 percent of the work has been satisfactorily completed on schedule as referred to in Article 31 of the General Conditions.

5. Upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the First Party of all work covered by this agreement and the acceptance of such work by the Second Party.

6. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, the Second Party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the First Party shall, at its expense, within five (5) days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Second Party. In such event no further payment to the First Party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.

7. The Party of the First Part attest that it and all of its subcontractors have fully complied with all requirements of NCGS 64 Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and date first above written in _____ counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original contract.

Witness:

Contractor: (Trade or Corporate Name)

(Proprietorship or Partnership)

By: _____

Title: _____
(Owner, Partner, or Corp. Pres. or Vice Pres. only)

Attest: (Corporation)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec. only)

Trustees of Haywood Community College

(CORPORATE SEAL)

(Agency, Department or Institution)

Witness:

By: _____

Title: _____

FORM OF PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____
Name of Principal
(Contractor) _____

Name of Surety: _____

Name of Contracting
Body: _____

Amount of Bond: _____

Project _____

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ counterparts.

Witness:

Contractor: (Trade or Corporate Name)

(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec. only)

(Corporate Seal)

Witness:

Countersigned:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address

By: _____

Title: _____
(Owner, Partner, or Corp. Pres. or Vice
Pres. only)

(Surety Company)

By: _____

Title: _____
(Attorney in Fact)

(Surety Corporate Seal)

FORM OF PAYMENT BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal
(Contractor) _____

Name of Surety: _____

Name of Contracting
Body: _____

Amount of Bond: _____

Project _____

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec.. only)

(Corporate Seal)

Witness:

Countersigned:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address

Contractor: (Trade or Corporate Name)

By: _____

Title _____
(Owner, Partner, or Corp. Pres. or Vice
Pres. only)

(Surety Company)

By: _____

Title: _____
(Attorney in Fact)

(Surety Corporate Seal)

Sheet for Attaching Power of Attorney

Sheet for Attaching Insurance Certificates

APPROVAL OF THE ATTORNEY GENERAL

**CERTIFICATION BY THE OFFICE OF STATE
BUDGET AND MANAGEMENT**

Provision for the payment of money to fall due and payable by the

under this agreement has been provided for by allocation made and is available for the purpose of carrying out this agreement.

This _____ day of _____ 20__.

Signed _____
Budget Officer