

CONSTRUCTION AGREEMENT

FOR

THIS AGREEMENT, made as of the ___ day of _____, 20___, by and between _____, a corporation, hereinafter called the Contractor, and Wake County, a body corporate and politic and a political subdivision of the State of North Carolina, hereinafter called the Owner.

WITNESSETH:

That the Contractor and the Owner, for the consideration herein named, agree as follows:

1. SCOPE OF WORK - The Contractor shall furnish and deliver all of the materials, and perform all of the work required by this Agreement and the following enumerated documents, which are attached hereto and made a part hereof as if fully contained herein: General Conditions, Supplemental Conditions, Contract Construction Schedule, Specifications, Drawings entitled " _____" which Drawings are listed in the Specifications, Performance Bond, Labor and Material Payment Bond, Insurance Certificates, and the following addenda:

- Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____

All of the documents listed, referenced or described in this paragraph, together with Modifications made or issued in accordance herewith are the Contract Documents, and the work, labor, materials and completed construction required by the Contract Documents and all parts thereof is the Work. The Contractor shall perform the Work in the time, manner and form required by the Contract Documents. The Contract Documents constitute the entire agreement between Owner and Contractor.

2. The Contractor agrees to commence work not later than three (3) days after the commencement date specified in the Notice to Proceed. The Contractor agrees to complete fully all Work hereunder on the dates specified in the Contract Documents, as may be adjusted in accordance with the terms thereof. Time is of the essence with respect to all dates specified in the Contract Documents as Completion Dates. Liquidated damages for failure(s) to complete in

accordance with the provisions of this paragraph shall be computed and assessed against the Contractor in accordance with the Contract Documents.

3. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, and the Contractor hereby agrees to perform all of the Work, for the sum of _____ Dollars (\$_____) in the lawful money of the United States, subject to adjustments as provided for in the Contract Documents. Payment of the Contract Price shall be in accordance with Articles 20 and 21 of the General Conditions.

4. It is further mutually agreed between the parties hereto that if at any time after the execution of this Agreement and the Performance Bond and Labor and Material Payment Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such Bonds to be unsatisfactory, or if, for any reason, such Bonds or either of them cease to be adequate to cover the performance of and payment for the Work, the Contractor shall, at its expense, within five (5) days after notice from the Owner 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 Owner. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of or payment for the Work shall be furnished in a manner and form satisfactory to the Owner.

5. Terms used in this Agreement which are defined in the Contract Documents shall have the meanings designated in those Contract Documents.

6. To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with N.C.G.S. Chapter 64, Article 2 (N.C.G.S. 64-26(a)) relating to the E-Verify requirements.

7. By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List.

Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

8. The laws of the State of North Carolina shall apply to the interpretation and enforcement of this Agreement. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or nonperformance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Wake County, North Carolina, or the United States District Court sitting in Wake County, North Carolina, and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions.

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

Contractor: (Trade or Corporate Name)

By: _____

Title: _____
(President)

ATTEST: (CORPORATION)

By: _____

Title: _____
(Corporate Secretary)

(CORPORATE SEAL)

WITNESS:

(Proprietorship or Partnership)

WAKE COUNTY
P. O. Box 550
Raleigh, N.C. 27602

By: _____
Jessica N. Holmes, Chairman
Wake County Board of Commissioners

ATTEST: _____
Denise Hogan
Clerk to the Board

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act.

Finance Director of Wake County

This instrument has been reviewed by Wake County Facilities, Design & Construction

Mark Forestieri
Director, Facilities Design & Construction

This instrument is approved as to Form.

Wake County Attorney

The person responsible for monitoring the contract performance requirements is

_____.

_____ Department Head Initials

PAYMENT BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal:
(Contractor) _____

Name of Surety: _____

Name of Contracting Body: County of Wake
P.O. Box 550
Raleigh, N.C. 27602

Amount of Bond: _____
Dollars (\$_____)

Project: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named owner, hereinafter called "Owner", 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 Owner identified as shown above and hereto attached:

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and 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 modification 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 representatives, pursuant to authority of its governing body.

PAYMENT BOND

Executed in Four (4) Counterparts.

CONTRACTOR:

By: _____

Title: _____
(Corporation President or
Vice President Only)

ATTEST: (Corporation)

(Corporation Secretary or Assistant
Secretary Only)

(CORPORATE SEAL)

SURETY COMPANY:

WITNESS: By: _____

(Attorney in Fact)

Title: _____

(SURETY CORPORATE SEAL)

COUNTERSIGNED:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

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

PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal:
(Contractor) _____

Name of Surety: _____

Name of Contracting Body: County of Wake
P.O. Box 550
Raleigh, N.C. 27602

Amount of Bond: _____
Dollars (\$_____)

Project: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the 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 countersigned representative, pursuant to authority of its governing body.

PERFORMANCE BOND

Executed in Four (4) Counterparts.

CONTRACTOR:

By: _____

Title: _____
(Corporation President or
Vice President Only)

ATTEST: (Corporation)

(Corporation Secretary or Assistant
Secretary Only)

(CORPORATE SEAL)

SURETY COMPANY:

WITNESS: By: _____

(Attorney in Fact)

Title: _____

(SURETY CORPORATE SEAL)

COUNTERSIGNED:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

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