

CONSTRUCTION CONTRACT

THIS AGREEMENT, made the _____ day of _____ in the year of 20__
by and between _____
hereinafter called the "Contractor" and the County of Randolph hereinafter called the "County."

WITNESSETH:

That the Contractor and the County 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 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, if any; Federal Contract Provisions; specifications; accepted proposal; contract; performance bond; payment bond; power of attorney; workmen's compensation; public liability; property damage and builder's risk insurance certificates, and drawings, titled:

Consisting of the following sheets:

Dated: _____ and the following addenda:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

2. That the Contractor shall commence work to be performed under this agreement on a date to be specified in a written order of the County 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 assessed at two hundred and fifty dollars (\$250.00) per day. The Contractor, as one of the considerations for the awarding of this contract, shall furnish to the County 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 13 of the General Conditions of the Contract.

3. The County hereby agrees to pay to the Contractor 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: _____
_____ (\$ _____).

Summary of Contract Award:

4. In accordance with, and as specified in, Article 20 and Article 21 of the General Conditions of the Contract, the County shall review, and if approved, process the Contractor's pay request within a timely manner and in no event later than thirty (30) days upon receipt from the Architect. The County, after reviewing and approving said pay request, shall make payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, less five percent (5%) of the amount of such estimate which is to be retained by the County until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the County. The County may elect to waive retainage requirements after 50 percent of the work has been satisfactorily completed on schedule as referred to in Article 20 of the General Conditions.

5. Upon submission by the Contractor of evidence satisfactory to the County, as specified in Article 21 of the General Conditions, that all payrolls, material bills and other costs incurred by the Contractor 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 Contractor of all work covered by this agreement and the acceptance of such work by the County.

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 County 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 Contractor shall, at its expense, within five (5) days after the receipt of notice from the County 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 County. 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 the work shall be furnished in manner and form satisfactory to the County.

7. The Contractor attests that it and all of its subcontractors have fully complied with all requirements of Article 2 of Chapter 64 of the North Carolina General Statutes 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).

8. Contractor certifies that it is not identified on any list created by the North Carolina State Treasurer pursuant to Article 6E of Chapter 147 of the North Carolina General Statutes (the Iran Divestment Act of 2015). This includes but is not limited to the Final Divestment List and the Iran Parent and Subsidiary Guidance List located at:

https://files.nc.gov/nctreasurer/documents/files/DivestmentandDoNotContract/divestment_and_do_not_contract_iran_8-30-2020.pdf

Contractor further certifies that it will not, during the term of this Agreement, subcontract with any entity identified on any such list.

9. Contractor certifies that it is not identified on any list created by the North Carolina State Treasurer pursuant to Article 6G of Chapter 147 of the North Carolina General Statutes (Divestment from Companies Boycotting Israel). This includes but is not limited to the Final Divestment and Do Not Contract List located at:

https://files.nc.gov/nctreasurer/documents/files/DivestmentandDoNotContract/divestment_do_not_contract_israel_8-30-2020.pdf

Contractor further certifies that it will not, during the term of this Agreement, subcontract with any entity identified on any such list.

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.

CONTRACTOR

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)

(CORPORATE SEAL)

RANDOLPH COUNTY

Signature

Witness:

By: _____

Title: _____

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

Randolph County Finance Officer

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.

CONTRACTOR

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)

(CORPORATE SEAL)

(Surety Company)

Witness:

By: _____

Title: _____
(Attorney in Fact)

Countersigned:

(Surety Corporate Seal)

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

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

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.

CONTRACTOR

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)

(CORPORATE SEAL)

(Surety Company)

Witness:

By: _____

Title: _____
(Attorney in Fact)

Countersigned:

(Surety Corporate Seal)

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

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

Sheet for Attaching Power of Attorney

Sheet for Attaching Insurance Certificates