



## North Carolina Department of Administration

Roy Cooper, Governor  
Machelle Sanders, Secretary

State Construction Office  
Latif Kaid, P.E., Director

November 9<sup>th</sup>, 2018

Ms. Michelle Brock  
Vice President of Finance and Administrative Services/CFO  
5015 Mail Service Center  
Caswell Building  
Raleigh, NC 27699-5015

RE: South Piedmont Community College  
Multi-Purpose/STEM Building  
SCO ID# 07-07352-03A

Dear Ms. Brock:

Returned herewith are (3) copies of approved updated construction contract documents for the above referenced project. One copy has been retained for our files. Please make the necessary further distribution.

Please schedule a pre-construction conference with the SCO monitor who is:

Monitor: Steven Sandifer  
Phone No.: 919-614-6773  
E-Mail Address: Steven.Sandifer@doa.nc.gov

Any questions during construction should be directed to the monitor.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Strickland", followed by a long horizontal line.

Ryan Strickland  
Contract Coordinator

Enclosures

cc: - William Truett  
- Victor Stephenson  
- Steve Sandifer  
- Thomas Gagnano, Morris-Berg Architects  
- Robert Hall, Clancy & Theys Construction Company

**Mailing Address:**  
1307 Mail Service Center  
Raleigh, N.C. 27699-1307

**Telephone (919) 807-4100**  
Fax (919) 807-4110  
State Courier #56-02-01

*An Equal Opportunity/Affirmative Action Employer*

**Location:**  
301 N. Wilmington St., Ste. 450  
Raleigh, North Carolina 27601

## FORM OF CONSTRUCTION CONTRACT

(ALL PRIME CONTRACTS)

THIS AGREEMENT, made the TWENTY-SIXTH day of OCTOBER in the year of 2018 by and between Clancy and Theys Construction Company hereinafter called the Party of the First Part and the State of North Carolina, through the Trustees of South Piedmont 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:

South Piedmont Community College – Multipurpose/STEM – SCO ID # 07-07352-03A

Consisting of the following: See: Attachment A – Drawing List  
See: Attachment B - Specifications Table of Contents

and the following addenda:

Addendum No 01 Dated: 08/03/18

Addendum No 02 Dated: 08/20/18

Addendum No 03 Dated: 08/23/18

Addendum No 04 09/17/18  
(Post Bid Negotiations)

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 Four Hundred Fifty-Six (456) 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: Eighteen million, seven hundred ten thousand, two hundred fifty five and 00/100 (\$ 18,710,255.00).

Summary of Contract Award:

Base Bid	\$19,295,000.00
Alternates	\$0.00
Post Bid Negotiations (-)	\$584,745.00 (See Attachment "C")
<b>Total</b>	<b>\$18,710,255.00</b>

**Unit Prices and Allowances per the Form of Proposal dated August 28, 2018**

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 four (4) counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original contract.

Witness:

Clancy & Theys Construction Company  
Contractor: (Trade or Corporate Name)

\_\_\_\_\_  
(Proprietorship or Partnership)

By: Robert W. Hall  
Robert W. Hall

Title: Vice President

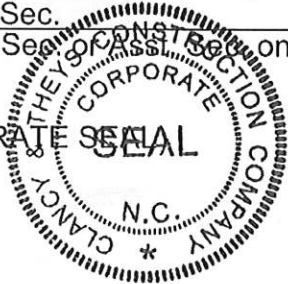
(Owner, Partner, or Corp. Pres. or Vice Pres. only)

Attest: (Corporation)

By: Paulina H. Horton

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

(CORPORATE SEAL)



Witness:

Gregory B. DeLoach

The State of North Carolina through\*

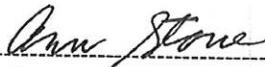
South Piedmont Community College  
(Agency, Department or Institution)

By: Michelle Moore

Title: Vice President of Finance and  
Administrative Services

# APPROVAL OF THE ATTORNEY GENERAL

APPROVED AS TO FORM  
JOSHUA H. STEIN, ATTORNEY GENERAL

A handwritten signature in cursive script, appearing to read "Dan Stone", is written over a horizontal dashed line.

Deputy Attorney General

The 9<sup>th</sup> day of November 2018