

ADDENDUM NUMBER ONE

Date: May 22nd, 2025

Re: Maysville Municipal Building Renovation
INTREPID Architecture Project #: 24008

The following items supersede the bid documents dated April 30th, 2025, and shall become a part of those bid documents with full force and effect, as though set forth therein. Bidders shall acknowledge receipt of this Addendum No. 1 in the appropriate place on the "Bid/Acceptance Form".

Addendum #1 includes the following:

Specifications (updates in bold and red):

1. Notice to Bidders
 - a. Revision of Bid Open Date
 - b. Bid Location Clarified
2. A701 – 2018 Instruction to Bidders
 - a. Revision of Bid Open Date
 - b. Bid Location Clarified
3. A101 – 2017 Standard Form of Agreement Between Owner and Contractor
 - a. Retainage adjusted to 5% per GS § 143-134.1.

Attachments:

1. Pre-Bid Meeting Minutes and Sign in Sheet

By submitting a bid, contractors are acknowledging they understand the contract documents, existing project conditions, the user-driven schedule and sequencing constraints, and have visited the site."



TABLE OF CONTENTS

NC CONTRACTING REQUIREMENTS	PAGES	REVISED
PROFESSIONAL SEALS	1	
ADVERTISEMENTS FOR BIDS	1	
NOTICE TO BIDDERS	2	05/22/2025
AIA DOCUMENT A701 – INSTRUCTION TO BIDDERS	13	05/22/2025
AIA DOCUMENT A201 - GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION	42	
AIA DOCUMENT A101 – STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR	7	05/22/2025

DIVISION	SECTION TITLE	PAGES	REVISED
DIVISION 1 – GENERAL REQUIREMENTS			
01 10 00	SUMMARY	5	
01 25 00	SUBSTITUTION PROCEDURES	3	
01 26 00	CONTRACT MODIFICATION PROCEDURES	3	
01 29 00	PAYMENT PROCEDURES	5	
01 31 00	PROJECT MANAGEMENT AND COORDINATION	9	
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	6	
01 32 33	PHOTOGRAPHIC DOCUMENTATION	3	
01 33 00	SUBMITTAL PROCEDURES	9	
01 40 00	QUALITY REQUIREMENTS	8	
01 42 00	REFERENCES	8	
01 50 00	TEMPORARY FACILITIES AND CONTROLS	9	
01 60 00	PRODUCT REQUIREMENTS	7	
01 73 00	EXECUTION	9	
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	7	
01 77 00	CLOSEOUT PROCEDURES	6	
01 78 23	OPERATION AND MAINTENANCE DATA	8	
01 78 39	PROJECT RECORD DOCUMENTS	4	
01 79 00	DEMONSTRATION AND TRAINING	6	
DIVISION 2 – EXISTING CONDITIONS			
02 41 19	SELECTIVE DEMOLITION	5	
DIVISION 3 – CONCRETE			
03 30 00	CAST-IN-PLACE CONCRETE	22	
DIVISION 4 – MASONRY			
04 20 00	UNIT MASONRY	19	
DIVISION 5 – METALS			
05 40 00	COLD-FORMED METAL FRAMING	10	
DIVISION 6 – WOOD			

06 10 00	ROUGH CARPENTRY	7
06 16 00	SHEATHING	7
06 41 16	PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS	8

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

07 21 00	THERMAL INSULATION	4
07 62 00	SHEET METAL FLASHING AND TRIM	17
07 72 00	ROOF ACCESSORIES	10
07 92 00	JOINT SEALANTS	10

DIVISION 8 – DOORS AND WINDOWS

08 11 13	HOLLOW METAL DOORS AND FRAMES	8
08 14 16	FLUSH WOOD DOORS	6
08 31 13	ACCESS DOORS AND FRAMES	5
08 41 13	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	13
08 71 00	DOOR HARDWARE	23
08 80 00	GLAZING	8
08 83 00	MIRRORS	5

DIVISION 9 – FINISHES

09 22 16	NON-STRUCTURAL METAL FRAMING	4
09 29 00	GYPSUM BOARD	7
09 30 00	TILING	20
09 51 13	ACOUSTICAL PANEL CEILINGS	8
09 65 13	RESILIENT BASE AND ACCESSORIES	5
09 65 19	RESILIENT TILE FLOORING	5
09 68 13	TILE CARPETING	7
09 91 00	PAINTING	9

DIVISION 10 – SPECIALTIES

10 14 23.16	ROOM-IDENTIFICATION PANEL SIGNAGE	4
10 26 00	WALL AND DOOR PROTECTION	3
10 28 00	TOILET, BATH, AND LAUNDRY ACCESSORIES	4
10 44 13	FIRE PROTECTION CABINETS	5
10 44 16	FIRE EXTINGUISHERS	3

DIVISION 11 – EQUIPMENT

11 30 13	RESIDENTIAL APPLIANCES	4
----------	------------------------	---

DIVISION 12 – FURNISHINGS

12 21 13	HORIZONTAL LOUVER BLINDS	5
12 36 23.13	PLASTIC-LAMINATE-CLAD COUNTERTOPS	6
12 36 61.19	QUARTZ AGGLOMERATE COUNTERTOPS	5

DIVISION 22 – PLUMBING

22 05 00	COMMON WORK FOR PLUMBING	5
22 05 17	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING	2
22 05 18	ESCUTCHEONS FOR PLUMBING PIPING	2
22 05 23	GENERAL-DUTY VALVES FOR PLUMBING PIPING	5
22 05 29	HANGERS AND SUPPORTS FOR PLUMBING AND EQUIPMENT	6
22 05 53	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	4
22 07 19	PLUMBING PIPING INSULATION	9
22 11 16	DOMESTIC WATER PIPING	7
22 11 19	DOMESTIC WATER PIPING SPECIALTIES	3
22 13 16	SANITARY WASTE AND VENT PIPING	8
22 13 19	SANITARY WASTE PIPING SPECIALTIES	3
22 33 00	ELECTRICAL, DOMESTIC-WATER HEATERS	5
22 42 13.13	COMMERCIAL WATER CLOSET	5

22 42 16.13	COMMERCIAL LAVATORIES	5
22 42 16.16	COMMERCIAL SINKS	5
22 47 16	PRESSURE WATER COOLERS	4

DIVISION 23 – MECHANICAL

23 05 00	COMMON WORK FOR HVAC	6
23 05 29	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	6
23 05 53	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	4
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC	11
23 07 13	DUCT INSULATION	9
23 31 13	METAL DUCTS	13
23 33 00	AIR DUCT ACCESSORIES	9
23 33 46	FLEXIBLE DUCTS	3
23 37 13.13	AIR DIFFUSERS	2
23 81 26	SPLIT-SYSTEM AIR-CONDITIONERS	5

DIVISION 26 – ELECTRICAL

26 05 00	COMMON WORK FOR ELECTRICAL	4
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	6
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	8
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	5
26 05 33	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	10
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	8
26 09 23	LIGHTING CONTROL DEVICES	7
26 24 16	PANELBOARDS	11
26 27 26	WIRING DEVICES	8
26 28 13	FUSES	3
26 28 13	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	8
26 36 00	TRANSFER SWITCHES	8
26 51 19	LED INTERIOR LIGHTING	7
26 56 19	EXTERIOR LIGHTING	6

DIVISION 27 - COMMUNICATIONS

27 05 26	GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS	5
27 05 28	PATHWAYS FOR COMMUNICATIONS SYSTEMS	5
27 15 00	COMMUNICATIONS HORIZONTAL CABLING	9

BID FORMS	PAGES	REVISED
FORM OF PROPOSAL	3	
REQUEST OF APPROVAL OF SUBSTITUTION	1	
NON-COLLUSION AFFIDAVIT	1	
FORM OF BID BOND	1	
FORM OF PERFORMANCE BOND	2	
FORM OF PAYMENT BOND	2	
GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES	8	
FOR PARTICIPATION IN STATE CONSTRUCTION CONTRACTS		
IDENTIFICATION OF HUB CERTIFIED/MINORITY BUSINESS PARTICIPATION	1	
AFFIDAVIT A – LISTING OF GOOD FAITH EFFORTS	1	

AFFIDAVIT B – INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE	1
AFFIDAVIT C – PORTION OF WORK TO BE PERFORMED BY HUB/MINORITY BUSINESSES	1
AFFIDAVIT D – GOOD FAITH EFFORTS	2

NOTICE TO BIDDERS

Sealed proposals for a Single-Prime Contract will be received by the Town of Maysville, **in the Board Room** at the Maysville Town Office Building located at 404 Main Street; Maysville, NC 28555, up to **3:00 PM on Tuesday, June 10th, 2025**, ~~Tuesday, June 3rd, 2025~~, and immediately thereafter publicly opened and read for the furnishing of labor, materials and equipment entering into **The Town of Maysville Municipal Building Renovation**. All proposals shall be lump sum.

PRE-BID MEETING

A pre-bid conference will be held at **3:00 PM on Wednesday, May 21st, 2025**, at the project site. **Bidder's attendance is strongly advised for this conference**. By submitting a bid, parties are acknowledging that they have visited the project site and are familiar with the existing conditions.

Complete plans and specifications for this project can be obtained either in PDF format upon request and/or from the office of INTREPID Architecture, 114 E. Third Street, Greenville, North Carolina 27858, (252) 270-5330, during normal office hours after Monday, May 12th, 2025 and at Duncan Parnell in Greenville, NC (252)-321-3800). Please call in advance of arrival to pick up drawings. Plans and specifications will also be open for inspection in the Plan Rooms of the Dodge Construction Network and I-Square Foot Digital Plan Room/Carolina AGC/ConstructConnect.

Plan deposit: Two Hundred Fifty Dollars (\$250.00). The full plan deposit will be returned to contractors submitting bids provided all documents are returned in good condition within ten (10) days after the bid date. The full plan deposit will be returned to contractors not submitting bids provided all documents are returned in good condition at least seven (7) days prior to the bid date. PDF Construction Documents will be available at no cost to bidding General Contractors for convenience only. Should any discrepancies exist between PDF and hard copies of distributed sets, the hard copies shall retain contractual precedence.

All contractors are hereby notified that they must have proper license under the State Laws governing their respective trades.

NOTE:

General Contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina, will be observed in receiving and awarding general contracts. General Contractors submitting bids on this project must have license classification for Buildings (set forth the license classification required under G.S. 87-1).

As provided by Statute, cash, Bid Bond, cashier's check or certified check in the amount of 5% of the bid must be attached to each bid/contract. Payee shall be the **"Town of Maysville"**. Said deposit shall guarantee that the Contract will be entered into by the successful bidder if the award is made.

Such deposit of cash, cashier's check, or certified check may be held by the Town of Maysville until the successful bidder has executed and delivered the Contract documents, including Performance and Payment Bonds, to the Town of Maysville. Bid deposits submitted in the form of cash, cashier's check or certified check will be deposited in the Town's account as required by North Carolina Local Government Budget and Fiscal Control Act (N.C. General Statute Chapter 159, Article 3). The bids will be evaluated and the Contract will be

TOWN OF MAYSVILLE – MUNICIPAL BUILDING RENOVATION
404 MAIN STREET, MAYSVILLE, NC 28555

awarded in accordance with statutory public contract requirements as supplemented or altered by the Minority/Women Business Enterprise Utilization Ordinance of the Jones County or the Town of Maysville.

Performance Bond and Labor & Material Payment Bond will be required for 100% of the contract price and shall be included in the bids received.

Payment will be made on the basis of 95% of monthly estimates and final payment made upon completion and acceptance of work.

No bid may be withdrawn after the scheduled closing time for receipt of bids until the notice of contract award is given. The contract shall be awarded within 45 days of the bid opening.

Bids will be opened publicly and read in the presence of those interested. The Owner reserves the right to reject any or all bids, or to accept the lowest legal bid deemed in the best interest of the Owner, and to waive informalities.

Contracts may be awarded on the basis of separate proposal, combined proposals, and/or alternates, whichever is to the best advantage of the Owner. The award of each contract will be made to the lowest responsible bidder as soon as practicable.

By the selection of equipment or materials, a contract may be awarded to a responsible bidder other than the lowest in the interest of standardization or ultimate economy if such is clearly evident.

Minority participation goals are 10%, bids may be rejected if goals are not met. Refer to the MWBE Utilization Plan included in this specification section for additional information.

Signed:

Albrecht N. McLawhorn, AIA
Architect
INTREPID Architecture, PA
114 E. Third Street
Greenville, NC 27858

Schumata Brown
Town Manager
Town of Maysville
404 Main Street
Maysville, NC 28555

END OF NOTICE TO BIDDERS

AIA® Document A701® – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

24008 - Town of Maysville
Municipal Building Renovation
404 Main Street
Maysville, NC 28555

THE OWNER:

(Name, legal status, address, and other information)

Town of Maysville
404 Main Street
Maysville, NC 28555
910.743.4441

THE ARCHITECT:

(Name, legal status, address, and other information)

INTREPID Architecture, P.A.
114 East 3rd Street
Greenville, 27858
252-270-5330

TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

Complete plans and specifications for this project can be obtained either in PDF format upon request and/or from the office of INTREPID Architecture, 114 E. Third Street, Greenville, NC 28757, (252)-270-5330, during normal office hours after May 12th, 2025 and at Duncan Parnell in

Greenville, NC, (252)-321-3800. Please call in advance in arrival to pick up drawings. Plans and specifications will also be open for inspection in the Plan Rooms of Dodge Construction Network and I-Square Foot Digital Plan Room/Carolina AGC/ConstructConnect.

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

Unless noted otherwise, all requests for clarifications from bidding General Contractors shall be submitted via email to

Primary: Danielle Hoff, AIA, NCARB:

danih@intrepidarchitecture.com

Secondary: Albrecht McLawhorn, AIA, NCARB:

albim@intrepidarchitecture.com

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications

(such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

Addenda shall be submitted electronically (PDF format) to bidding General Contractor.

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

As provided by the Statute, cash, Bid Bond, cashier's check, or certified check in the amount of 5% of the bid must be attached to each bid/contract. Payee shall be "Town of Maysville." Said deposit shall guarantee that the Contract will be entered into by the successful bidder if the award is made.

Such deposit, if cash, cashier's check, or certified check, may be held by the Town of Maysville until the successful bidder has executed and delivered the Contract documents, including Performance and Payment Bonds, to the Town of Maysville. Bid deposits submitted in the form of cash, cashier's check, or certified check will be deposited in the Town's account as required by the North Carolina Local Government Budget and Fiscal Control Act (N.C. General Statute Chapter 159, Article 3). The bids will be evaluated, and the Contract will be awarded in accordance with statutory public contract requirements as supplemented or altered by the Minority/Women Business Enterprise Utilization Ordinance of the County of Pitt (M/WBE).

Performance Bond and Labor & Material Payment Bond will be required for 100% of the contract price and shall be included in the bids received.

Payment will be made on the basis of 95% of monthly estimates and final payment made upon completion and acceptance of work.

No bid may be withdrawn after the scheduled closing time for receipt of bids for a period of ninety (90) days.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning _____ days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

Sealed proposals for Single-Prime Contract will be received by the Town of Maysville **in the Board Room** at the Maysville Town Office Building located on 404 Main Street; Maysville, NC 28555, up to **3:00 PM on Tuesday, June 10th, 2025, ~~Tuesday, June 3rd, 2025~~**, and immediately thereafter publicly opened and read for the furnishing of labor, materials,

and equipment entering into the Town of Maysville Municipal Building – 404 Main Street, Maysville, NC 28555. All proposals shall be lump sum.

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:
(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

Bid Rank

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall,

prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .2** AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .3** Building Information Modeling Exhibit, if completed:

Additions and Deletions Report for AIA® Document A701® – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:12:14 EDT on 05/22/2025.

Changes to original AIA text

PAGE 3

Primary: Danielle Hoff, AIA, NCARB: danih@intrepidarchitecture.com

PAGE 4

(Insert the form and amount of bid security.)

PAGE 5

PAGE 8

~~.2 AIA Document A101™ 2017, Exhibit A, Insurance and Bonds~~A201™ 2017, General Conditions of the Contract for Construction, unless otherwise stated below.

~~.3 AIA Document A201™ 2017, General Conditions of the Contract for Construction, unless otherwise stated below.~~Building Information Modeling Exhibit, if completed:

(Insert the complete AIA Document number, including year, and Document title.)

~~.4 Building Information Modeling Exhibit, if completed:~~

~~.5 Drawings~~

~~.6 Specifications~~

~~.7 Addenda:~~

~~.8 Other Exhibits:~~

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ ~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~

(Insert the date of the E204 2017.)

☐ ~~The Sustainability Plan:~~

☐ ~~Supplementary and other Conditions of the Contract:~~

~~.9 Other documents listed below:~~

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

Variable Information

PAGE 1

24008 - Town of Maysville

Municipal Building Renovation

404 Main Street

Maysville, NC 28555

Town of Maysville

404 Main Street

Maysville, NC 28555

910.743.4441

INTREPID Architecture, P.A.

114 East 3rd Street

Greenville, 27858

252-270-5330

PAGE 2

Complete plans and specifications for this project can be obtained either in PDF format upon request and/or from the office of INTREPID Architecture, 114 E. Third Street, Greenville, NC 28757, (252)-270-5330, during normal office hours after May 12th, 2025 and at Duncan Parnell in Greenville, NC, (252)-321-3800. Please call in advance in arrival to pick up drawings. Plans and specifications will also be open for inspection in the Plan Rooms of Dodge Construction Network and I-Square Foot Digital Plan Room/Carolina AGC/ConstructConnect.

PAGE 3

Unless noted otherwise, all requests for clarifications from bidding General Contractors shall be submitted via email to

Primary: Danielle Hoff, AIA, NCARB: danih@intrepidarchitecture.com

Secondary: Albrecht McLawhorn, AIA, NCARB: albim@intrepidarchitecture.com

PAGE 4

Addenda shall be submitted electronically (PDF format) to bidding General Contractor.

As provided by the Statute, cash, Bid Bond, cashier's check, or certified check in the amount of 5% of the bid must be attached to each bid/contract. Payee shall be "Town of Maysville." Said deposit shall guarantee that the Contract will be entered into by the successful bidder if the award is made.

Such deposit, if cash, cashier's check, or certified check, may be held by the Town of Maysville until the

successful bidder has executed and delivered the Contract documents, including Performance and Payment Bonds, to the Town of Maysville. Bid deposits submitted in the form of cash, cashier's check, or certified check will be deposited in the Town's account as required by the North Carolina Local Government Budget and Fiscal Control Act (N.C. General Statute Chapter 159, Article 3). The bids will be evaluated, and the Contract will be awarded in accordance with statutory public contract requirements as supplemented or altered by the Minority/Women Business Enterprise Utilization Ordinance of the County of Pitt (M/WBE).

Performance Bond and Labor & Material Payment Bond will be required for 100% of the contract price and shall be included in the bids received.

Payment will be made on the basis of 95% of monthly estimates and final payment made upon completion and acceptance of work.

No bid may be withdrawn after the scheduled closing time for receipt of bids for a period of ninety (90) days.

PAGE 5

Sealed proposals for Single-Prime Contract will be received by the Town of Maysville **in the Board Room** at the Maysville Town Office Building located on 404 Main Street; Maysville, NC 28555, up to **3:00 PM on Tuesday, June 10th, 2025, Tuesday, June 3rd, 2025**, and immediately thereafter publicly opened and read for the furnishing of labor, materials, and equipment entering into the Town of Maysville Municipal Building – 404 Main Street, Maysville, NC 28555. All proposals shall be lump sum.

PAGE 6

Bid Rank

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Albrecht N. McLawhorn, AIA, NCARB, President & Owner, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:12:14 EDT on 05/22/2025 under Order No. 20240067120 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ - 2018, Instructions to Bidders, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Town of Maysville
404 Main Street
Maysville, NC 28555
910.743.4441

and the Contractor:
(Name, legal status, address and other information)



for the following Project:
(Name, location and detailed description)

24008 - Town of Maysville
Municipal Building Renovation
404 Main Street
Maysville, NC 28555

The Architect:
(Name, legal status, address and other information)

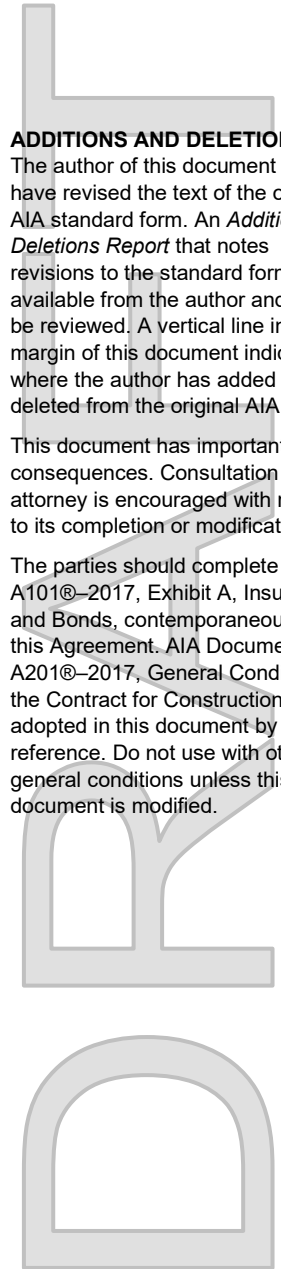
INTREPID Architecture, P.A.
114 East 3rd Street
Greenville, 27858
252-270-5330

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Designer.
- ☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)



If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- ☒ Not later than (240) calendar days from the date of commencement of the Work.

[] By the following date:

***Refer to Section 01 10 00 "Summary" for details regarding Phased Construction**

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Total Construction Duration: 240 Calendar Days

Portion of Work	Substantial Completion Date
Phase One (Vacated Fire Station)	150 days
Owner Move	30 days
Phase Two (Balance of spaces)	60 days

***Refer to Section 01 10 00 "Summary" for details regarding Phased Construction**

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

The Contractor shall commence work to be performed under this agreement on a date to be specified in a written order from the Designer and shall fully complete all work hereunder within Owner's time constraints for completion of construction as stipulated and awarded from said date. For each day in excess of the time frame stipulated, the Contractor(s) shall pay to the Owner the sum of at least **FIVE HUNDRED DOLLARS (\$500)**, per day as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of said Contractor(s) to complete the work within the time specified, such time being in the essence of this contract and material consideration thereof. The Designer shall be the judge as to division of responsibility between the Contractor(s), and shall apportion the amount of liquidated damaged to be paid by each of them, according to delay caused by any or all of them.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-Second (22nd) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than **Eight (8)** days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%) ~~Ten Percent (10%)~~ retainage

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

No other requirements

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

No other requirements

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Schumata Brown, Town Manager
Town of Maysville
404 Main St.
Maysville, NC 28555
910.743.4441
townmanager@townofmaysville.org

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .3 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)