

ADDENDUM #1

Project: Wake County Public Safety Center Domestic Water Riser and Shower Renovations

Dewberry Project #: 50146592

Date: July 8, 2025

From: Dewberry

To: All plan holders

Message: Bidders are hereby informed that the following additions, deletions, changes, and clarifications supersede and supplement the Contract Documents for the above referenced project. It forms a part of the previously issued documents dated June 9, 2025.

This addendum may include revised pages and drawings, which shall be inserted before the corresponding page or drawings in the previously issued documents.

MEETING MINUTES

1. Attached are Meeting Minutes from July 1, 2025, mandatory Pre-Bid Meeting held at the project site.

REVISIONS TO SPECIFICATIONS

1. 00 01 00 – Notice to bidders to include updated bid date of Wednesday, August 6, 2025, at 2:00 P.M. and updated Mandatory Pre-Bid meeting of Tuesday, July 22, 2025 at 2:00 P.M.
2. 00 08 00 – Supplementary conditions page 4 update for the updated mandatory pre-bid meeting date of Tuesday, July 22, 2025 at 2:00 P.M.

REVISIONS TO DRAWINGS

1. None.

CLARIFICATIONS

1. None.

END OF ADDENDUM #1

MANDATORY PRE-BID MEETING MINUTES

Project: Wake County Public Safety Center Domestic Water Riser and Shower Renovations
Raleigh, North Carolina

Dewberry Project Number: 50146592

RFB# 25-066

Date: July 1, 2025

Time: 2:00-3:00 PM

Location: Project Site 330 Salisbury St, Raleigh, NC
Muster Room (S152)

Purpose: Mandatory Pre-Bid Meeting

Prepared By: Logan Hodges

In Attendance – See attached.

Summary of Discussion

1. Introductions:
2. Description of Project: Renovation of the existing showers on floors 5-9 at the Public Safety Center. The reconfiguration and renovations of showers with the removal and replacement of the domestic water piping riser. The project will be performed on the north side from the 4th floor up. Only one floor/two-pods will be available at a time for construction due to occupancy constraints.

Project Phasing: Anticipated to be in 10 phases, 3 months per phase.

- Phase 1: North side 4th-5th floor
- Phase 2: North side 6th floor
- Phase 3: North side 7th floor
- Phase 4: North side 8th floor
- Phase 5: North side 9th floor
- Phase 6: South side 5th floor
- Phase 7: South side 6th floor
- Phase 8: South side 7th floor
- Phase 9: South side 8th floor
- Phase 10: South side 9th floor

3. Proposals to be bid:
 - a. General Construction Work
 - b. Heating and Ventilation and Air Condition Work
 - c. Plumbing Work

d. Electrical Work

4. Wake County Design and Construction Guidelines: All work will be in strict compliance with Wake County Design and Construction Guidelines. Dewberry notes that the Guidelines are available on the Wake County FD&C website and recommend all contractors be familiar with the requirements.
 - a. Wake County General Conditions: Contractors must review the Wake County General Conditions, which contain language that may differ from other municipalities and state construction contracts.
5. Permitting: Contractor is responsible for all permitting. Project is permitted through Wake County and required to meet DHSR requirements.
6. Bid Forms and Bonds: Bidders must use the bid proposal form and bid bond provided in the bid documents. Use of any other form will result in disqualification.
7. Liquidated Damages: Applicable liquidated damages provisions. Paragraph 13.18:
 - a. "If the contractor fails to achieve substantial completion of work within the contract time..".
 - i. Three Hundred Dollars (\$300) per consecutive calendar day
 - b. "If the contractor fails to achieve Final Completion of the Work within thirty (30) consecutive calendar days of the actual date of substantial completion got the work..".
 - i. Two Hundred Dollars (\$200) per consecutive calendar days
8. Alternates and Allowances:
 - a. Alt No.1 (Add) Preferred brand of plumbing fixture: ICON
 - b. Alt No.2 (Add) Preferred Brand of Waste System Fittings: SOVENT
 - c. Alt No.3 (Add) The removal and replacement of the south side mezzanine block chase to access for the removal and replacement of fixtures, water piping, waste and vent piping as identified on the plumbing and architectural drawings.
 - d. Allowance: \$50,000 for the execution of any additional work outside the contract scope.
9. Work Hours: Work will only be permitted during normal business hours.
10. Security Requirements: All personnel working on the project will be required to pass a background check conducted by the Wake County Sheriff's Office. Approved team members will be issued badges.
 - a. Moving around the building will require escorting.
 - b. Tool Policy: Contractor must have a job box in the work area to control and lockup tools. Tools will be inventoried when delivered to the site and inventoried when the tools are removed from the site. Contractor will not be allowed to bring tools in and out daily.
 - c. No cell phones will be allowed in the facility except for the superintendent.
 - d. Reference Summary of Work 01 01 00 for additional requirements.
11. Parking: No parking will be provided on site.
12. Deliveries and Waste Removal: All material deliveries and trash removal activities must be coordinated in advance with the Sheriff's Office.
 - a. Dumpster location: The loading dock next to B2.
13. Lay-Down Area: A designated lay-down area will be assigned during the pre-construction meeting.

14. Equipment Disposal: The contractor is responsible for the removal and proper disposal of all equipment being replaced.
15. Riser Continuity: All risers must remain operational at all times. Any required shutdowns must be scheduled in advance and will be limited to a maximum of 4 hours per occurrence.
16. Questions: All questions shall be submitted to:

Logan Hodges
Dewberry Engineers Inc.
2610 Wycliff Road, Suite 410
Raleigh, NC 27607
(252) 916-7554 - phone
lhodges@dewberry.com

Questions will be accepted until 5:00 pm Tuesday July 15, 2025. Final Addendum will be issued Thursday July 17, 2025.

17. Anticipated Schedule:

Pre-Bid Meeting	July 1, 2025 2:00PM
Receive Bids	July 23, 2025 2:00PM
Construction Agreements	October 1, 2025
Construction Start (NTP)	October 15, 2025
Construction:	30 Months (822 Consecutive calendar days)

18. Opening of Bids:

- a. Bid Opening is scheduled for **Wednesday July 23, 2025, at 2:00 PM.**
- b. Location: Wake County Justice Center
Purchasing Department, Suite 2900
301 McDowell Street
Raleigh, NC 27601

Note: If you do not plan to Bid, please notify Logan Hodges at (252) 916-7554 or email lhodges@dewberry.com. Please be aware that the Wake County Justice Center is a secure facility and you will be required to pass thru security checks. Please allow sufficient time for this process.

19. Questions: The following questions were addressed in the meeting:

- a. Permitting Fee? Permit will be transferred to the contractor once contract is in place and the permit fee is waived by Wake county.
- b. Shutdowns must be requested at least 72 hours in advance.
- c. Are there any major background check requirements that will disqualify contractors? Drug related offenses will be flagged.
- d. Future prebid and bid date will be established due to lack of attendance at pre bid. Contractors that attended the first pre-bid on July 1, 2025 will not be required to attend second pre-bid.

20. Walk Site:

We believe the foregoing record to be an accurate summary of the meeting and related decisions. We would appreciate notification of exceptions or corrections to these Minutes within three (3) days of receipt. Without notification, we will consider these minutes to be a record of fact.



[illegible]

NOTICE TO BIDDERS
RFB #25-066

Sealed proposals will be received by Wake County Procurement Service, in Suite 2900, Wake County Justice Center, 301 McDowell Street, Raleigh, NC 27601, until **2:00 p.m. on Wednesday, August 6, 2025**, , and immediately thereafter publicly opened and read for providing labor, material and equipment entering into the construction of the **Wake County Public Safety Center Domestic Water Riser and Shower Renovations Project**, located at 330 South Salisbury Street, Raleigh, North Carolina.

Please note: The Wake County Justice Center is a secure facility. Visitors should allow adequate time to pass through security screening and metal detection.

A Mandatory Pre-Bid Meeting will be held at **2:00 p.m. on Tuesday, July 22, 2025**, at the project site, located at 330 South Salisbury Street, Raleigh, NC 27601. Bidders shall meet at the building's front entrance and will be directed to the meeting location. **Attendance is required** for both the General Contractor and the Plumbing Contractor.

Complete contract documents may be obtained from **Dewberry Engineers Inc.** by submitting an email request to Logan Hodges at lhodges@dewberry.com

Wake County provides minorities and women equal opportunity to participate in all aspects of its construction program consistent with NCGS §143-8. Bidders shall comply with the requirements of the Wake County Minority Business Enterprise Program, as outlined in Section 05 MBE Resolution of the Project Manual.

No bid may be withdrawn for sixty (60) days after the scheduled closing time for bids.

The Owner reserves the right to reject any or all bids and to waive informalities.

Signed: COUNTY OF WAKE

By: Maged Sedarous, PE, PMP
Project Manager
Facilities Design & Construction

ENGINEER:
Dewberry Engineers Inc.
2610 Wycliff Rd, Suite 410
Raleigh, NC 27607
Contact: Logan Hodges
252.916.7554
lhodges@dewberry.com

TYPICAL SUPPLEMENTARY GENERAL CONDITIONS

GENERAL

These Supplementary Conditions contain changes and additions to the project "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", as published herein. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of the Article, Paragraph, Subparagraph or Clause shall remain in effect.

ARTICLE 1 - DEFINITIONS

Paragraph 1.13: At the end of the existing paragraph, add the following:

The Contract Time is 822 consecutive calendar days, beginning on the Date of Commencement as specified in the written Notice-to-Proceed.

Paragraph 1.18: Delete the last sentence in its entirety and substitute the following in lieu thereof:

“A list of the Drawings is contained in the “Supplementary General Conditions.”

The Drawings applicable to this Contract are as follows:

G-001 COVER SHEET
G-002 BUILDING CODE SUMMARY
A1000 OVERALL SIXTH FLOOR DEMOLITION PLANS
A1100 OVERALL FLOOR PLANS
A1101 NORTH SIDE PLANS & DEMOLITION PLANS
A1102 SOUTH SIDE PLANS & DEMOLITION PLANS
S-001 GENERAL STRUCTURAL NOTES
S-101 STRUCTURAL FLOOR PLANS
S-102 MEZZANINE STRUCTURAL FLOOR PLANS
PME001 FIFTH FLOOR LOCATOR PLAN
PME002 MEZZANINE 5TH FLOOR LOCATOR PLAN
F-001 FIRE PROTECTION SYMBOLS, ABBREVIATIONS & NOTES
FD151 FIFTH FLOOR FIRE PROTECTION DEMOLITION
FD152 MEZZANINE 5TH FLOOR FIRE PROTECTION DEMOLITION
FD161 SIXTH FLOOR FIRE PROTECTION DEMOLITION
FD162 MEZZANINE 6TH FLOOR FIRE PROTECTION DEMOLITION
FD171 SEVENTH FLOOR FIRE PROTECTION DEMOLITION
FD172 MEZZANINE 7TH FLOOR FIRE PROTECTION DEMOLITION
FD181 EIGHTH FLOOR FIRE PROTECTION DEMOLITION
FD182 MEZZANINE 8TH FLOOR FIRE PROTECTION DEMOLITION
FD191 NINTH FLOOR FIRE PROTECTION DEMOLITION

FD192 MEZZANINE 9TH FLOOR FIRE PROTECTION DEMOLITION
F-151 FIFTH FLOOR FIRE PROTECTION NEW WORK
F-152 MEZZANINE 5TH FLOOR FIRE PROTECTION NEW WORK
F-161 SIXTH FLOOR FIRE PROTECTION NEW WORK
F-162 MEZZANINE 6TH FLOOR FIRE PROTECTION NEW WORK
F-171 SEVENTH FLOOR FIRE PROTECTION NEW WORK
F-172 MEZZANINE 7TH FLOOR FIRE PROTECTION NEW WORK
F-181 EIGHTH FLOOR FIRE PROTECTION NEW WORK
F-182 MEZZANINE 8TH FLOOR FIRE PROTECTION NEW WORK
F-191 NINTH FLOOR FIRE PROTECTION NEW WORK
F-192 MEZZANINE 9TH FLOOR FIRE PROTECTION NEW WORK
F-501 FIRE PROTECTION DETAILS & SCHEDULES
P-001 PLUMBING SYMBOLS, ABBREVIATIONS & NOTES
PD141 FOURTH FLOOR PLUMBING DEMOLITION PLAN
PD151 FIFTH FLOOR PLUMBING DEMOLITION
PD152 MEZZANINE 5TH FLOOR PLUMBING DEMOLITION
PD161 SIXTH FLOOR PLUMBING DEMOLITION
PD162 MEZZANINE 6TH FLOOR PLUMBING DEMOLITION
PD171 SEVENTH FLOOR PLUMBING DEMOLITION
PD172 MEZZANINE 7TH FLOOR PLUMBING DEMOLITION
PD181 EIGHTH FLOOR PLUMBING DEMOLITION
PD182 MEZZANINE 8TH FLOOR PLUMBING DEMOLITION
PD191 NINTH FLOOR PLUMBING DEMOLITION
PD192 MEZZANINE 9TH FLOOR PLUMBING DEMOLITION
P-141 FOURTH FLOOR PLUMBING NEW WORK
P-151 FIFTH FLOOR PLUMBING NEW WORK
P-152 MEZZANINE 5TH FLOOR PLUMBING NEW WORK
P-161 SIXTH FLOOR PLUMBING NEW WORK
P-162 MEZZANINE 6TH FLOOR PLUMBING NEW WORK
P-171 SEVENTH FLOOR PLUMBING NEW WORK
P-172 MEZZANINE 7TH FLOOR PLUMBING NEW WORK
P-181 EIGHTH FLOOR PLUMBING NEW WORK
P-182 MEZZANINE 8TH FLOOR PLUMBING NEW WORK
P-191 NINTH FLOOR PLUMBING NEW WORK
P-192 MEZZANINE 9TH FLOOR PLUMBING NEW WORK
P-901 RISER DIAGRAMS
P-902 RISER DIAGRAMS
M-001 MECHANICAL SYMBOLS, ABBREVIATIONS & NOTES
MD151 5TH-9TH FLOOR TYPICAL MECH DEMOLITION
MD152 MEZZANINE 5TH-9TH FLOOR TYPICAL MECH DEMO
M-151 5TH-9TH FLOOR TYPICAL MECHANICAL NEW WORK
M-152 MEZZANINE 5TH-9TH FLOOR TYPICAL MECH NEW WORK
M-501 DETAILS AND SCHEDULES
E-001 ELECTRICAL SYMBOLS & ABBREVIATIONS
E-002 ELECTRICAL NOTES

ED151 FIFTH FLOOR ELECTRICAL DEMOLITION
ED152 MEZZANINE 5TH FLOOR ELECTRICAL DEMOLITION
ED161 SIXTH FLOOR ELECTRICAL DEMOLITION
ED162 MEZZANINE 6TH FLOOR ELECTRICAL DEMOLITION
ED171 SEVENTH FLOOR ELECTRICAL DEMOLITION
ED172 MEZZANINE 7TH FLOOR ELECTRICAL DEMOLITION
ED181 EIGHTH FLOOR ELECTRICAL DEMOLITION
ED182 MEZZANINE 8TH FLOOR ELECTRICAL DEMOLITION
ED191 NINTH FLOOR ELECTRICAL DEMOLITION
ED192 MEZZANINE 9TH ELECTRICAL DEMOLITION
E-151 FIFTH FLOOR ELECTRICAL NEW WORK
E-152 MEZZANINE 5TH FLOOR ELECTRICAL NEW WORK
E-161 SIXTH FLOOR ELECTRICAL NEW WORK
E-162 MEZZANINE 6TH FLOOR ELECTRICAL NEW WORK
E-171 SEVENTH FLOOR ELECTRICAL NEW WORK
E-172 MEZZANINE 7TH FLOOR ELECTRICAL NEW WORK
E-181 EIGHTH FLOOR ELECTRICAL NEW WORK
E-182 MEZZANINE 8TH FLOOR ELECTRICAL NEW WORK
E-191 NINTH FLOOR ELECTRICAL NEW WORK
E-192 MEZZANINE 9TH FLOOR ELECTRICAL NEW WORK
E-601 SCHEDULES AND DIAGRAMS
E-602 SCHEDULES AND DIAGRAMS

ARTICLE 3. FAMILIARITY WITH WORK, CONDITIONS AND LAWS

Paragraph 3.3: At the end of the existing paragraph, add the following paragraph:

“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 Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.”

“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.”

“If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).”

“In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.”

Add the following paragraph:

- “3.5 A Pre-Bid Conference will be held at the project site located at 330 South Salisbury Street, Raleigh, NC 27601 at 2 p.m., local prevailing time, on July 22, 2025. Purpose of conference is for prospective Bidders to familiarize themselves with the site and to ask questions pertaining to the Contract Documents. Bidders are reminded that no oral interpretations of meaning of Drawings and Specifications can be made. Conflicts in documents, if any, will be resolved by written addendum. (Reference “Instructions to Bidders, Paragraph [5 (for formal)].)”

ARTICLE 5. INSURANCE AND INDEMNITY

Paragraph 5.1.2: In addition to all other endorsements required by the General Conditions, if the Contractor is required to transport, dispose of or otherwise handle hazardous or toxic waste, material, chemicals, compounds or substances, the policy of insurance shall be further endorsed to include the following:

Insurance Service Office (ISO) Form #CA 00 01 06 92 or its equivalent, amending exclusion 11 in the following manner:

- i. Delete section a. (1) a.: (Pollution) "being transported or towed by, or handled for movement into, onto or from, the covered auto."
- ii. Delete section a. (1) b.: "Otherwise in the course of transit by the insured."

The Contractor and transporter must comply with all applicable DOT and EPA requirements.

Paragraph 5.1.4: Add the following Paragraph [as necessary if the Contractor or its Subcontractor is required to consolidate, transfer, transport, dispose of, store or otherwise handle hazardous or toxic waste, material, chemicals, compounds or substances at any location]:

"Pollution Legal Liability (PLL)"

A PLL policy must be provided for the Project. Coverage must be sudden and non-sudden, and include:

- a) Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death;
- b) property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; and
- c) Defense including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

The Owner must be named as Additional Insured, and a Non-Owned Disposal Site Endorsement must be provided, scheduling the appropriate landfill.

Minimum PLL limits of coverage shall be:

Per Loss	\$1,000,000
All Losses	\$2,000,000

ARTICLE 6. OTHER RECORD DOCUMENTS AND SUBMITTALS

Paragraph 6.1: At the end of the existing paragraph, add the following:

“Electronic PDF copy of the Contract Documents will be furnished to the Plumbing, HVAC, Electrical Contractors.”

“Electronic PDF copy and one (1) hard copy of the Contract Documents will be furnished to the General Contractor.”

ARTICLE 7. CONTRACTOR

Paragraph 7.2: Use this paragraph in lieu of the existing paragraph:

“The Contractor shall keep on the Project at all times during its progress a competent Project Manager and a competent Resident Superintendent and necessary assistants who shall not be replaced without prior written approval by the Architect except under extraordinary circumstances, in which event immediate written notice shall be given to the Architect and the Owner. The Project Manager and Resident Superintendent shall each have a minimum of ten (10) years experience on projects of similar scope and complexity with job responsibilities equivalent to those required on this Project. It is required that the contractor has installed and/or is trained in the Sovent system. At any time, the Owner, in its sole discretion, may require the Contractor to replace the Project Manager and Resident Superintendent or both with an experienced and competent person or persons upon seven (7) days written notice from the Owner to the Contractor. Such replacement shall be at the Contractor’s expense and at no cost to the Owner. The Project Manager shall be the Contractor’s representative at the Project and shall have full authority to act on behalf of the Contractor and to receive any and all notices or instructions given pursuant to the Contract Documents.”

Paragraph 7.13: Amend with the addition of the following paragraph:

“The General Contractor shall secure and pay for all building permits, including plumbing, electrical, HVAC and for the permit from the office of the Fire Marshall. The Cost for the Express Permit Review, if necessary, will be paid by others and is not the responsibility of the Contractor.”

ARTICLE 10. DESIGNER

Add the following paragraphs:

- “10.5 As a part of its Basic Services under the Owner-Designer Agreement, the Designer will conduct a single site visit to determine Substantial Completion of the Work. If, after the performance of said site visit, the Designer determines that the Work is not substantially complete, successive site visits to determine Substantial Completion will be deemed Additional Services under the Owner-Designer Agreement. The Contractor shall be liable to the Owner for any Designer’s fees incurred as a result of any such Additional Services of the Designer. Any funds due under this paragraph may be deducted by the Owner from the amounts due the Contractor for such additional Designer’s fees and paid directly to the Designer. Should the cost for such Additional Services of the Designer exceed the amount due or to become due to the Contractor, then the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of any such excess.
- “10.6 As a part of its Basic Services under the Owner-Designer Agreement, the Designer will conduct a single site visit to determine Final Completion of the Work. If, after the performance of said site visit, the Designer determines that the Work is not complete, successive site visits to determine Final Completion of the Work will be deemed Additional Services under the Owner-Designer Agreement. The Contractor shall be liable to the Owner for any Designer’s fees incurred as a result of any such Additional Services of the Designer. Any funds due under this paragraph may be deducted by the Owner from the amounts due the Contractor for such additional Designer’s fees and paid directly to the Designer. Should the cost for such Additional Services of the Designer exceed the amount due or to become due to the Contractor, then the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of any such excess.”

ARTICLE 13 - CONTRACT TIME

Paragraph 13.18: Add the following:

“If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as Step One Liquidated Damages and not as a penalty, the following per diem amount commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed Substantial Completion of the Work:

Three Hundred Dollars (\$ 300.00) per consecutive calendar day

If the Contractor fails to achieve Final Completion of the Work within thirty (30) consecutive calendar days of the actual date of Substantial Completion of the Work, the Owner shall be entitled to retain or recover from the Contractor, as Step Two Liquidated Damages and not as a penalty, the following per diem amount commencing upon the first day following the actual date of Substantial Completion and continuing until the actual date of Final Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed Final Completion of the Work:

Two Hundred Dollars (\$ 200.00) per consecutive calendar day

The Owner may deduct liquidated damages described above from any unpaid amounts then or thereafter due the Contractor under this Agreement. Should the amount of any liquidated damages exceed the amount due or to become due to the Contractor, then the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of any such excess.”

ARTICLE 29 – TAXES

Paragraph 29.1: Add the following to the existing paragraph:

“The Contractor is to use the Sales Tax Reporting Form attached to the contract documents for reporting taxes paid.

Add the following paragraph under Article 29

29.3 This project is considered a “Capital Improvement” with respect to Real Property Contracts, and the collection of State sales and use tax, as referenced in North Carolina General Statutes and further clarified in sales and use tax bulletins issued by the North Carolina Department of Revenue. It shall be the responsibility of the Contractor to issue any affidavits of capital improvement to their subcontractors as necessary.

ARTICLE 36. GENERAL

Add the following paragraph:

“36.3 Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor’s responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.”

END OF SUPPLEMENTARY GENERAL CONDITIONS