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Project: NE Police Headquarters
NEW GENERATOR INSTALLATION PROJECT
8016 Glenwood Avenue, Raleigh, NC 27612
Project No. 274-ESIFS-RPDNE-GEN-2025

Agency: City of Raleigh – Engineering Services Department

Designer: Terracon Consultants, Inc.

Project No. FJ246050

Date: June 25, 2025

ADDENDUM NO. 1

The project manual entitled: “**Emergency Generator Replacement Project**”, 5230 Greens Dairy Road in Raleigh, NC 27616; **Project No. 274-ESIFS-RPDNE-GEN-2025** are amended as follows:

GENERAL

1. Remove Section 00520; CONTRACT FOR CONSTRUCTION/REPAIR and insert new Section 00520; AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (Attached).
2. Pre-bid Sign-in sheet is attached to this addendum.
3. Sealed Bids will be received until 2:00 pm EST, Tuesday July 15, 2025, at 1027A N. West Street in Raleigh, NC 27603.

Bidder must acknowledge receipt of the Addendum in the box(es) provided on the Bid Form. Failure to acknowledge may be grounds for rejection of the bid. Nothing herein is to be interpreted or construed as changing any provisions of the specifications except as specifically stated herein.

END OF ADDENDUM

AGREEMENT

**INSTRUCTIONS TO CONTRACTORS AND
REQUIREMENTS AS TO FORM FOR CITY OF RALEIGH, NC AGREEMENTS**

DO NOT REMOVE FROM AGREEMENT

Please observe the following in executing the attached Contract:

1. The Owner may enter into an Agreement with three types of legal entities.
 - (a) If the Agreement is with an individual, that individual should sign the Agreement exactly as his name is set out. If the Agreement is with an individually-owned business, the Agreement should be with the individual owner, and not the named business.
 - (b) Execution on behalf of a corporation should be by an authorized corporate officer, with a second corporate officer signing to attest, with the corporate seal affixed. An official other than a corporate officer should attach documentation of their authority to execute and bind the company.
 - (c) If the Agreement is with a partnership, a general partner may execute unless an authorized partner is designated to execute. Documentation of such authorization should be attached.
2. After signing the Agreement, the appropriate notary's acknowledgement, either in the corporate form or individual/partnership form should be completed.
3. The Performance and Payment Bonds should be attached to the Agreement package. They should be signed by the Agree mentor, and his signature should be acknowledged with the appropriate acknowledge form. Next, the Bonds, in approved form, must be signed by the authorized agent of the Surety Company issuing the Bonds, and an executed Power of Attorney document authorizing the agent to sign must accompany the Bond Documents.
4. The Agreement should not be dated, except by the last person executing the Agreement, normally the City Clerk.
5. The Bid Form and all other documents submitted with the Bid shall be included with the Agreement and as noted in Article 9.
6. Page 00510 -1: Complete the Acceptance of Notice section on this page.
7. Pages 00520-3 through 00520-13: Complete in entirety.

8. Section 00610, 00615, 00617, and 00618: Complete in entirety.
9. Section 00618: Certificate of Insurance, Article 5 of the General and Supplementary Conditions requires the Certificate of Insurance to have those named as Additional Insured in each policy issued.
10. Most Certificates of Insurance state under the cancellation clause that "the issuing company will endeavor to mail 30 days written notice to the ..." and "but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives. Direct Notice of Cancellation endorsement is to be attached to corresponding Certificates of Insurance. With regard to expiration, cancellation, reduction, restriction, or any other change, certificates shall state:

"Should any of the following described policies be canceled before expiration date or be due to expire within thirty (30) days, the insurer shall mail thirty (30) days prior written notice to named certificate holder."
11. Four copies of the Contract are sent to the Contractor. The original and duplicates should be signed and returned to the Owner for signature, after which two duplicates will be returned to the Contractor. One copy may be retained by the Contractor and the other is for the use of the Bonding Company(s).
12. Failure to fully complete all four sets of the Contract Documents will cause delays in the approval by the Owner and therefore delay the issuance of the Notice to Proceed.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT
CITY CONTRACT NO. [enter number]
CITY PURCHASE ORDER NO. [enter number]**

THIS AGREEMENT is by and between The City of Raleigh (Owner) and [Contractor's Name] (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

[briefly describe significant aspects of the project – similar to 00100. Include add alternates selected in the bidding/award process]

ARTICLE 2 – THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows **New Emergency Generator – Northeast District Police Headquarters**

ARTICLE 3 – ENGINEER

The Project has been designed by Terracon Consultants Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. The Owner may assign a Job Site Observer.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within **210** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **220 Days** after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

ADDENDUM 1

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$1,000** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 Milestone Dates

- A. The following principal events shall be completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions within days indicated below after the date when the Contract Time commences to run. In accordance with paragraph 4.03 above as liquidated damages for delay (but not as penalty) Contractor shall pay Owner the amounts indicated below for each day that expires after the time specified below for completion and readiness for final payment.

Milestone Event	Consecutive Calendar Days	Liquidated Damages
A.		
B.		
C.		

ARTICLE 5 – CONTRACT PRICE

ADDENDUM 1

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs *below*:

The Contract Price shall not exceed the Total Contract amount of [insert written out Contract Price here] Dollars [\$insert Contract Price in numerical form here] unless changed by a duly authorized amendment or change order.

For the Lump Sum for the following work items:

A. \$ _____

B. \$ _____

The Total Contract for the Lump Sum Price of: \$ _____

For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the [25th] day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated in the Supplemental Conditions but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.01 of the General Conditions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 Once a Progress or Final Payment Application has been submitted by the contractor, recommended by the Engineer, and Approved by the Owner, if payment is not made, the Contractor will be due interest beginning on the 46th day following Owner acceptance at a rate of 1% per month or fraction thereof in accordance with NC General Statute 143-134.1(a).

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 *In order to induce Owner to enter into this Agreement, Contractor makes the following representations:*

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-5.03 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-5.06 of the Supplementary Conditions as containing reliable "technical data."

Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

Contractor is aware of the general nature of work to be performed by Owner and others

at the Site that relates to the Work as indicated in the Contract Documents.

Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:

The documents are attached to this Agreement

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the

intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Right to Audit Clause*

- A. Contractor's, subcontractors' and sub-subcontractors' "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by a City's representative or an outside representative engaged by City. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law. City's representatives may (without limitation) conduct verifications such as counting employees at the Construction Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, subcontractors, and vendors.
- B. Such records shall include (hard copy, as well as computer readable data if it can be made available): written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; Change Order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; invoices and related payment documentation; general ledger information detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the City in its sole discretion in connection with the Contractor's dealings with the City, including but not limited to:

ADDENDUM 1

1. Compliance with Contract requirements for deliverables;
 2. Compliance with Construction Documents;
 3. Compliance with City's business ethics expectations;
 4. Compliance with Contract provisions regarding the pricing of Change Orders;
 5. Accuracy of Contractor representations regarding the pricing of invoices; or
 6. Accuracy of Contractor representations related to claims submitted by the Contractor or any of its payees.
- C. Contractor shall require all payees (examples of payees include subcontractors, material suppliers, insurance carriers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Contractor will ensure that all payees (including those entering into lump sum contracts) have the same right to audit provisions contained in this Contract.
- D. City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.
- E. If an audit, inspection or examination in accordance with this article, discloses overpricing or overcharges (of any nature) by the Contractor to the City in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.
- F. The Contractor agrees to maintain all information pertaining to billing for services performed under this Contract in accordance with state law for public records. The Contractor shall afford the City access to these records for audit at such intervals as may be desired by the City. The Contractor shall also preserve the records for a period of three (3) years after Final Payment (or, alternatively, for a period of three years after termination of this Contract), or longer if required by law, during which time the City shall have access for audit purposes.
- G. The rights established under this section shall survive the expiration or termination of this Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment or subsequent amendment to this Contract or any of the other Contract Documents.

10.07 Iran Divestment Act Certification

- A. Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

10.08 *E – Verify*

- A. Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

10.09 *Companies Boycotting Israel Divestment Act Certification*

- A. Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

10.10 *Applicability of North Carolina Public Records Law*

- 10.11 Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

THIS SPACE LEFT BLANK INTENTIONALLY

ADDENDUM 1

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement by digital signature, under seal, on the respective dates below. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf. This Agreement shall be effective upon the date of the City's signature ("Effective Date").

OWNER:

CONTRACTOR:

CITY OF RALEIGH

****Name of Contractor****

a North Carolina municipal corporation

By: _____

By: _____

Name: _____

Name: _____

Title: Choose an item.

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Title: **City Clerk (or designee)**

Title: _____

Address for giving notices:

Address for giving notices:

City of Raleigh

222 W. Hargett Street

Raleigh, North Carolina 27601

License No.: _____

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

New Emergency Generator
Northeast District Police Headquarters
Raleigh, North Carolina
Project Number 274-ESIFS-RPDNEGEN-2025

ADDENDUM 1

Chief Financial Officer (or designee)

Project: NE Police Generator Installation

Project #: FJ246050 Date & Time: June 18, 2025 2:00 p.m.

Owner: City of Raleigh Engineering Services

PRE-BID MEETING - ATTENDEES

No.	Name and Firm Represented Email Address	Mailing and Street Address	Telephone No. Mobile No.
1	Michael Quinn	3150 Spring Forest Rd.	Office: 919-378-8581
	Terracon Consultants, Inc.	Raleigh, NC 27616	Mobile: 214.235.5508
	email: michael.quinn@terracon.com		
2	Jason Clough		Office:
	City of Raleigh Engineering Services		Mobile:
	email: jason.clough@raleighnc.gov		
3	Kyle Pittman		Phone:
	RMF Engineering		Mobile:
	kyle.pittman@rmf.com		
4	Hal Farlow	311 JARCO Dr	Phone: 919-557-4477
	Powermaster Electric	Fuquay Varner	Mobile: 919-868-4064
	Email: hfarlow@powermaster.com		
5	Gina Farthing		Phone: 757-377-7283
	ReCORE		Mobile: 919-422-1344
	Email: Daryl.walls@recore.energy		
6	Jessica Evans		Phone: 761 569 1665
	Carrick Contracting		Mobile: 264 293 4420
	j.evans@carrickcontracting.com		
7	DAW HYATT		Phone: 919-796-2323
	KAD CONST.		Mobile: 919-868-7797
	DHYATT@KADCONST.COM		
8	Scott Dawson Sr.		Phone: 919-954-9090
	Eng'r. Const Co		Mobile:
	Email: sdawson-sr@eng-const.com		
9			Phone:
			Mobile:
	Email:		
10			Phone:
			Mobile:
	Email:		