FORM OF SINGLE PRIME CONSTRUCTION CONTRACT

THIS AGREEMENT, made the 24th day of April in the year of 2026 by and between J. Bartholomew Construction, LLC., hereinafter called the Party of the First Part (the "Contractor"), and Buncombe County, a body politic and corporate organized under the laws of the state of North Carolina, hereinafter called the Party of the Second Part (the "Owner').

W I T N E S S E T H :

That the Party of the First Part and the Party of the Second Part for the consideration herein named agree as follows:

1. Scope of Work: Asheville High School CTE Kitchen Renovation to be performed by The Party of the First Part. The Party of the First Part shall furnish and deliver all materials, and perform all of the work in the manner and form as provided by the approved design drawings and specifications from the preconstruction phase, and those items not on the approved design to ensure the project is functional and complete. These plans, specifications and documents to be titled "Asheville High School CTE Kitchen Renovation, "are attached hereto and made a part hereof as if fully contained herein *(such documents may include: advertisements; Instructions to Bidders; General Conditions; Supplementary General Conditions; specifications; accepted proposal; contract; performance bond; payment bond; power of attorney; workmen's compensation; public liability; property damage and builder's risk insurance certificates)*:

    i. **Scope of Work**
    ii. **Buncombe County Construction Contract General Conditions of the Contract**
    iii. **Buncombe County's Invitation for Construction Bids**
    iv. **Responsive Bid Bond**
    v. **RFP Bidder Info Workbook**
    vi. **Certificate of Insurance**
    vii. **Performance and Payment Bonds**

    Project Name: Asheville High School CTE Kitchen Renovation

2. That the Party of the First Part shall commence work to be performed under this agreement on a date to be specified in a written order of the Party of the Second Part and shall fully complete all work hereunder by August 14, 2026. For each day in excess thereof, liquidated damages shall be as stated in General and Supplementary General Conditions. The Party of the First Part, as one of the considerations for the awarding of this contract, shall furnish to the Party of the Second Part a construction schedule setting forth planned progress of the project broken down by the various divisions or part of the work and by calendar days as outlined in Article 14 of the General Conditions of the Contract.

3. The Party of the Second Part hereby agrees to pay to the Party of the First Part for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States as follows:

Seven hundred eighty-six thousand dollars and 00/100 Dollars ($786,000.00)

4. In accordance with Article 31 and Article 32 of the General Conditions of the Contract, the Party of the Second Part shall review, and if approved, process the Party of the First Party's pay request within 30 days upon receipt. The Party of the Second Part, after reviewing and approving said pay request, shall make payments to the Party of the First Part on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the First Party, less five percent (5%) of the amount of such estimate which is to be retained by the Second Party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the Second Party. The Second Party may elect to waive retainage requirements after 50 percent of the work has been satisfactorily completed on schedule as referred to in Article 31 of the General Conditions.

5. The Party of the First Part shall perform the work associated with this Agreement in such a manner as not to void any warranties, including those for labor, materials, or parts, that are held by the Owner and/or schools systems, colleges, and/or their respective governing bodies, and/or that are applicable to the property on which any activities under this contract occur, and/or that remain in effect on any of the locations at which the Party of the First Part is performing work associated with this Agreement. The Owner and/or schools systems, colleges, and/or their respective governing bodies upon whose property any activities under this contract occur, may allow for the issuer of any such warranties to inspect the drawings, specifications, and/or the work performed by the Party of the First Part to ensure that any such warranties remain valid for their remaining term. The Owner of the property on which the work is being performed shall be responsible for providing notice to the issuers of any warranties, unless such property is occupied by a schools system, college, and/or its respective governing body, in which case the school system, college, or its respective governing bodies for which the work is being performed shall be responsible for providing such notice.

6. Upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the First Party of all work covered by this agreement and the acceptance of such work by the Second Party.

7. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, the Second Party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the First Party shall, at its expense, within five (5) days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount, and

with such surety or sureties as shall be satisfactory to the Second Party. In such event no further payment to the First Party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.

8. The Party of the First Part attests that it and all of its subcontractors have fully complied with all requirements of NCGS 64 Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

{Signature Pages Follow}

NOW THEREFORE, the parties hereby make, agree, and execute this Contract by the below signatures of duly authorized officials or agents.

CONTRACTOR

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the county and State aforesaid, do hereby certify that _____ personally appeared before me this day and voluntarily acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this _____ day of _____, 20_____

My commission expires: _____ _____.
Notary Public

BUNCOMBE COUNTY

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the county and State aforesaid, do hereby certify that _____ personally appeared before me this day and voluntarily acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this _____ day of _____, 20_____

My commission expires: _____ _____
Notary Public

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

See contract cover page for preaudit signature

FORM OF PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal (Contractor): _____

_____

Name of Surety: _____

Name of Contracting Body: Buncombe County, a body politic and Corporate

Amount of Bond: _____

Project: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety, a surety company authorized to do business in North Carolina, above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

{Signature Pages Follow}

NOW THEREFORE, the parties hereby make, agree, and execute this Performance Bond by the below signatures of duly authorized officials or agents.

CONTRACTOR

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

WITNESS

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

SURETY COMPANY

_____,
A Company Licensed to do Business in N.C.

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

(Surety Corporate Seal)

WITNESS

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

REGISTERED AGENT
(An authorized agent of the Surety Company who is licensed to do business in North Carolina must Countersign)

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

FORM OF PAYMENT BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal (Contractor): _____

_____

Name of Surety: _____

Name of Contracting Body: Buncombe County, a body politic and Corporate

Amount of Bond: _____

Project: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety, a surety company authorized to do business in North Carolina, above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

{Signature Pages Follow}

NOW THEREFORE, the parties hereby make, agree, and execute this Performance Bond by the below signatures of duly authorized officials or agents.

CONTRACTOR

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

WITNESS

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

SURETY COMPANY

_____,
A Company Licensed to do Business in N.C.

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

(Surety Corporate Seal)

WITNESS

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

REGISTERED AGENT
(An authorized agent of the Surety Company who is licensed to do business in North Carolina must Countersign)

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

SHEET FOR ATTACHING POWER OF ATTORNEY

SHEET FOR ATTACHING INSURANCE CERTIFICATES