HOKE
ENTERPRISES, INC.
General Contractor
"Building What Matters"

P.O. Box 290 Earl, NC 28038 - Telephone (704) 482-0003 - Fax (704) 482-633

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

AGREEMENT

Made as of the first day of October, Two Thousand and Twenty-Six.

BETWEEN

The Owner:	City of Lincolnton P.O. Box 617 Lincolnton, NC 28093
and the Contractor:	Hoke Enterprises, Inc. P.O. Box 290 Earl, North Carolina 28038
The Project is:	Christian Ministry of Lincoln County for the City of Lincolnton
The Architect is:	***Upland Architects***
The Civil Engineer is:	**McKim & Creed, Inc.**

The Owner and Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, General Conditions of the Contract, Drawings, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these 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 Modifications, appear in Article 9.

ARTICLE 2

THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the General Documents to be the responsibility of others, as follows:

Scope of work: Design and Preconstruction Services as outlined in Appendix A and Appendix B.

Sincerely,

Chris Greene

Chris Greene
President

ARTICLE 3

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date that a building permit is received unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

ARTICLE 4

CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of **One hundred ninety-two thousand, nine hundred forty dollars and no cents. ($192,940.00)** subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner. – N/A

4.3 Unit prices, if any, are as follows: - N/A

ARTICLE 5

PROGRESS PAYMENTS

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

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

5.3 The Application for Payment shall be submitted to the Owner on or before the (25th) twenty fifth day of the month of the period covered by the Application for Payment. Within thirty (30) days after receipt of each monthly application for Payment, the Owner shall pay directly to the Contractor the appropriate amount for which the application is made, less amounts previously paid by the Owner.

5.4 Each Application for Payment shall be based upon the 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. This schedule, unless objected to by the Owner shall be used as a basis for reviewing the Contractor's Application for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.

5.6.2 Add 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).

5.6.3 Subtract the aggregate of previous payments made by the Owner.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; such final payment shall be made by the Owner not more than 30 days after the Owner receives the Application for Payment.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate of Prime Plus 15 % per annum.

7.3 SUBCONTRACTOR LIABILITY FOR EMPLOYEE CONDUCT

The Subcontractor shall be responsible for and shall indemnify, defend, and hold harmless the Contractor, the Owner, and the Project from any and all claims, losses, damages, theft, or liability arising from the acts or omissions of the Subcontractor's employees, agents, subcontractors, and representatives, including but not limited to theft, vandalism, or unauthorized access to the Project site. This responsibility extends to all acts committed by Subcontractor's employees, agents, subcontractors, and representatives, whether occurring during normal working hours or after hours, and whether or not such acts were authorized by the Subcontractor.

The Subcontractor shall maintain comprehensive general liability insurance with limits acceptable to the Contractor and shall ensure such policy covers the acts of its employees, agents, subcontractors, and representatives both on and off duty as they relate to the Project. The Subcontractor shall immediately notify the Contractor of any known or suspected theft, damage, or unauthorized site access by such personnel.

In the event of theft or damage to Owner's property or materials by any employee, agent, subcontractors, or representative of the Subcontractor, the Subcontractor shall be liable for the full and immediate replacement cost of stolen or damaged items, plus any associated costs including but not limited to project delays, security enhancements, and investigation expenses. Contractor may, in its sole discretion, deduct the amount of all such costs from any payments otherwise owed to Subcontractor.

7.4 SITE ACCESS AND SUPERVISION REQUIREMENTS

No Subcontractor, nor any employee, agent, subcontractor or representative of any Subcontractor, shall be permitted on the Project site unless the Contractor or the Contractor's authorized representative is present on site. All Subcontractors and their personnel are strictly prohibited from accessing the Project site outside of the hours when the Contractor or Contractor's representative is present, unless express written permission has been granted by the Contractor for specific circumstances, which permission ceases when those specific circumstances are no longer present or whenever Contractor revokes such permission.

All Subcontractor personnel must check in with the Contractor's on-site representative immediately upon arrival at the Project site and must check out with the Contractor's on-site representative before departing the Project site each day. Failure to comply with these check-in and check-out procedures may result in the Subcontractor being denied further access to the site.

Unauthorized access to the Project site by any Subcontractor or Subcontractor's personnel, or failure to comply with the check-in/check-out requirements, shall be considered a material breach of this Agreement. The Contractor reserves the right to immediately terminate the Subcontractor's contract and remove the Subcontractor from the Project for any violation of these site access requirements. Any such termination shall be treated as being for cause and Contractor shall be entitled to all damages from Subcontractor that Owner and/or Contractor suffer as a result of Subcontractor's termination and removal from the Project.
The Subcontractor shall be responsible for communicating these requirements to all of its employees, agents, subcontractors and representatives, and shall be liable for any violations committed by all such personnel.

ARTICLE 8

TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9

ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement between Owner and Contractor.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _____, and as follows: In Bid Documents

Document	**Not Applicable**	**Title**	**Pages**

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3,and are as follows: DIVISIONS 1-10

Section	**Not Applicable**	**Title**	**Pages**

9.1.5 The Drawings are to be provided by Upland Architects for permitting and construction.

9.1.6 The addenda, if any, are as follows:

Number	**Not Applicable**	**Date**	**Pages**

9.1.7—Other documents, if any, forming part of the Contract Documents are as follows:

This agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the Contractor, and one to the Owner.

OWNER:	CONTRACTOR:
CITY OF LINCOLNTON	HOKE ENTERPRISES, INC.
_____	_____
(Signature)	*(Signature)*
_____	_____
(Printed name and title)	*(Printed name and title)*