

# Cost-Plus Addendum to White Doe Inn Kitchen Remodel Contract

This Cost-Plus Addendum ("Addendum") is incorporated into and made part of the Construction Contract dated December 12, 2025 between **Inspired Manteo Moments, Inc. d/b/a White Doe Inn** ("Owner") and **Weathertek Construction & Restoration LLC** ("Contractor") for the White Doe Inn Kitchen Remodel ("Project").

If there is any conflict between this Addendum and the base contract, this Addendum governs.

## 1. Contract Documents; Scope Control

**1.1 Contract Documents.** The Contract Documents consist of:

- a) Base Contract dated December 12, 2025;
- b) This Addendum;
- c) Exhibit A – Drawings/Specifications List (with revision dates);
- d) Exhibit B – Insurance & Lien Waiver Requirements.
- e) Exhibit C – Schedule/Milestones;
- f) Exhibit D – Allowable Costs & Markup Application;

**1.2 Defined Scope.** The Scope of Work is strictly as shown in Exhibit A. No work outside Exhibit A is included unless authorized by an Owner-approved email Change Order under Section 4.

**1.3 Permits and Inspections.** Contractor is responsible for pulling all required permits and scheduling inspections for the Project unless otherwise stated in Exhibit A. Permit and inspection fees are reimbursable Allowable Costs per Exhibit D.

## 2. Cost-Plus "Open Book" Structure

**2.1 Allowable vs. Non-Allowable Costs.** Owner will pay Contractor only Allowable Costs as defined in Exhibit D plus the agreed markup in Section 2.3. Non-Allowable Costs are not reimbursable and include, at minimum:

- a) Rework or corrective work required due to Contractor/subcontractor errors, omissions, or failure to follow plans, codes, or manufacturer instructions;
- b) Contractor's normal tools, office overhead, phone/IT, and general business expenses not specific to the Project;
- c) Idle time not caused by Owner;
- d) Fines/penalties for Contractor noncompliance.

**2.2 Documentation Standard.** Contractor must provide backup for all Allowable Costs, including supplier and subcontractor original invoices and receipts. All suppliers providing material for this project will create a direct job account associated with this project and can provide current and up to date cost relating to the project on request.

**2.3 Markup Application.** Contractor markup is 20% Overhead & Profit applied only to Allowable Costs and only to the categories specified in Exhibit D.

**2.4 Audit/Inspection Rights.** Owner may inspect and copy original cost records upon reasonable notice. If Owner disputes a cost, Owner will pay the undisputed portion and the disputed portion will be held back until resolved; markup is not due on disputed costs unless later validated.

**2.5 Target Price; Owner Contingency; Not-to-Exceed Without Change Order.**

a) The parties agree to a Target Price for the Project Scope in Exhibit A of **\$100,311.07** ("Target Price"). The Target Price excludes all Owner-furnished materials/equipment and any work outside Exhibit A.

b) Owner authorizes a contingency allowance equal to **15% of the Target Price** ("Contingency Allowance") to address unforeseeable conditions within the existing Scope. The Contingency Allowance is available only for Allowable Costs per Exhibit D and is not a scope-expansion budget.

c) Contractor shall not incur or bill Allowable Costs that would cause the Project total (Allowable Costs + applicable 20% markup per Exhibit D + PM fee per Exhibit D) to exceed the Target Price plus Contingency Allowance (the "Not-to-Exceed Amount") without an Owner-approved email Change Order.

d) Contractor will notify Owner by email promptly if Contractor reasonably expects the Project total to exceed **90% of the Not-to-Exceed Amount**, including a brief explanation of cause and a proposed recovery/mitigation plan.

**2.6 Deletion of Base Materials Escalation Surcharge.** Any base-contract provision allowing a materials price escalation surcharge or automatic Contract Price increase due solely to materials inflation is deleted. Materials are reimbursed only at actual invoiced net cost (less any discounts/rebates), per Exhibit D, unless Owner approves a Change Order by email under Section 4.

### 3. Payment Draws; Deposit; Final Holdback

**3.1 Payment Framework.** The parties will use the Contractor's existing milestone-based draw schedule for payment timing, while maintaining cost-plus controls and documentation clarity as set forth below.

**3.2 Deposit.** Owner will pay an initial deposit of \$60,000 upon signing. The deposit is applied toward the Project and may be used for mobilization and initial procurement.

**3.3 Milestone Draw Schedule (Unchanged Amounts).** Subject to the cap in Section 3.4, Owner will pay draws as follows:

a) **Draw 1 – Rough-In Completion:** \$25,000 due upon completion of rough-in (MEP) work and initial inspections.

b) **Final Draw – Final Inspection / Closeout Holdback:** Balance due at Final Completion after:

- i) Final inspections are passed,
- ii) Punch list items are complete, and
- iii) Closeout deliverables in Section 8 are provided.

**Note:** The Final Draw constitutes the agreed material holdback until Final Inspection/Closeout.

**3.4 Draw Cap and Reconciliation (Cost-Plus Control).**

- a) The draw schedule in Section 3.3 is a payment timing framework.
- b) Notwithstanding Section 3.3, Owner's total payments to date shall not exceed:
  - i) Allowable Costs actually incurred to date (per Exhibit D), plus
  - ii) the applicable 20% Contractor fee on those categories subject to markup (per Exhibit D).
- c) With each draw request, Contractor will provide by email a brief reconciliation summary showing Allowable Costs incurred to date and the resulting cap calculation.
- d) Any scheduled draw amount that would cause payments to exceed the cap in 3.4(b) will be deferred to the next draw.

**3.5 No Approval, No Bill (for Changes).** Owner is not obligated to pay for costs outside Scope or without an Owner-approved email Change Order under Section 4, except emergency/safety work.

**3.6 Final Reconciliation.** Within 14 (fourteen) days after Final Completion, Contractor will provide a final cost summary reconciling all Allowable Costs, markup, and prior draws. Any overpayment will be credited/refunded within 14 (fourteen) days; any underpayment will be included in the Final Draw.

**3.7 Payment Timing.** Owner will pay approved draw requests within 5 (five) business days of receipt of the draw email and reconciliation summary.

## 4. Change Orders

**4.1 Email Required.** Any change affecting scope, materials, cost, or schedule must be described by Contractor in an email stating: (i) what is changing, (ii) why, (iii) estimated cost impact, (iv) estimated schedule impact, and (v) any additional relevant information. Owner email: [kitchen-remodel@whitedoeinn.com](mailto:kitchen-remodel@whitedoeinn.com).

**4.2 Authorization by Email.** Owner approval by email reply (e.g., "Approved") constitutes written authorization. No wet signatures are required.

**4.3 No Approval, No Bill.** Changes are not billable unless approved in writing by Owner as defined above, except for immediate safety/emergency work as in 4.4.

**4.4 Emergency/Safety Work.** If immediate action is required for safety or to prevent property damage, Contractor may proceed without prior approval, but must notify Owner as soon as practicable by email and document costs; such costs are subject to Owner review and must be reasonable.

## 5. Commercial Code Compliance and Warranty

**5.1 Commercial Standard.** Work must be suitable for intended commercial hospitality/kitchen use and comply with all applicable NC building codes, health department rules, fire/grease ventilation requirements, and manufacturer install specifications. **(Kitchen Appliances & Equipment Limited Handling Clause.** Contractor's scope of work does **not** include the procurement, installation, testing, commissioning, or performance verification of any **kitchen appliances, food-service equipment, grease traps, or related specialty items** purchased directly by Owner. All such items are Owner-supplied, and Contractor shall have **no responsibility or liability** for their condition, suitability, compatibility, or functionality.

Contractor may, **if deemed necessary to perform the scope of work, move, reset, and provide electrical hookup** for Owner-supplied appliances and equipment. Such work is limited strictly to **physical relocation and basic utility connection**, and **shall not create any responsibility** for the equipment's operation, performance, compatibility, code compliance, or functionality. Contractor shall not be responsible for troubleshooting, testing, commissioning, or correcting any operational issues related to Owner-supplied appliances or equipment.

Any work requested beyond this limited handling, including modifications, adjustments, or resolving issues arising from Owner-supplied appliances or equipment, shall require a **separate Change Order** approved by Owner prior to performance

**5.2 Warranty.** The 12-month workmanship/material warranty in Section 14 of the base contract remains, except any reference to "single-family residence" is deleted and replaced by the commercial standard above.

## 6. Insurance and Lien Protection

**6.1 Insurance (Contractor).** Before start, Contractor will provide Certificates of Insurance meeting the requirements in Exhibit B, including Commercial General Liability and Workers' Compensation, naming Owner as additional insured where available.

**6.2 Subcontractor Insurance Certification.** Contractor is responsible for ensuring that all subcontractors engaged on the Project carry insurance consistent with Exhibit B (Commercial General Liability and Workers' Compensation or valid exemption). Contractor will obtain and maintain subcontractor Certificates of Insurance prior to their start on site and will provide such certificates to Owner upon request. Any subcontractor without coverage meeting Exhibit B may not begin work on the Project.

**6.3 Lien Waivers.** With each Draw Request, Contractor will provide conditional lien waivers from Contractor and all subs/suppliers for amounts being paid. Final payment requires unconditional final lien releases.

## 7. Owner Termination Rights

**7.1 Termination for Convenience.** Owner may terminate the Contract at any time upon 7 calendar days written notice (email). Owner will pay Allowable Costs incurred through the termination date plus markup on work performed, less amounts previously paid. Contractor will deliver all materials purchased for the Project and all records.

**7.2 Termination for Cause.** Owner may terminate for material breach after 7 calendar days written notice and failure to cure, including abandonment, non-conforming work, repeated failure to meet Exhibit C milestones without a recovery plan, or safety/code violations.

**7.3 Mutual Suspension and Termination Rights.** To ensure fairness and consistency for both parties, the following termination framework replaces and supersedes the 'Cancellation by Contractor' provision in the base contract:

**1. Contractor Suspension/Termination for Cause.**

Contractor may suspend work or terminate this Agreement if:

- (a) Owner commits a default as defined in the base contract and fails to cure such default within **7 (seven) calendar days** after written notice (email is sufficient); or
- (b) Contractor is prevented from performing due to a **force majeure event** described in the base contract, and the parties have first engaged in a **good-faith recovery discussion** within 7 calendar days after notice.

**2. Owner Suspension/Termination for Cause (Mutuality).**

Owner may suspend work or terminate this Agreement if:

- (a) Contractor commits a material default under the Agreement and fails to cure such default within **7 (seven) calendar days** after written notice (email is sufficient); or

(b) A force majeure event renders performance impossible or impracticable, and the parties have first engaged in a **good-faith recovery discussion** within 7 (seven) calendar days after notice.

3. **Termination for Convenience (Mutual Consent Only).**

Neither party may terminate this Agreement for convenience unless **both parties mutually agree in writing** (email is sufficient) to do so, along with mutually agreeable terms for final payment, demobilization, and close-out.

4. **Payment Upon Suspension or Termination.**

In any suspension or termination permitted under this Section:

- Contractor shall be compensated for **all work performed to date**, all approved change orders,
  - all costs reasonably incurred due to suspension or termination, and
  - reasonable demobilization and remobilization costs, if applicable.
- No suspension or termination shall relieve Owner of its obligation to pay Contractor for all completed work and reimbursable costs.

5. **Preservation of Rights.**

Except as expressly modified, all rights and remedies of the parties under the base contract remain in full force. Nothing in this clause shall be construed to expand Owner's rights to withhold payment or to limit Contractor's right to collect unpaid amounts."

**7.4 Disputes; Venue; No Arbitration.** Base-contract Paragraph 16 is superseded. There is no arbitration. All disputes arising out of or relating to the Contract Documents or the Project shall be resolved in Dare County Superior Court, North Carolina, consistent with base-contract Section 4.

## **8. Closeout Deliverables**

Final Completion requires:

- a) Final cost reconciliation;
- b) Final unconditional lien releases;
- c) As-built notes or marked-up plans showing deviations;

## 9. Signatures

The parties acknowledge that they have read and agree to all pages of this Addendum.

Owner: *David G Roberts*

Name/Title: David Roberts, COO Inspired Manteo Moments, Inc.  
Date: 12/14/2025

Contractor: *Brandon Holder*

Name/Title: Brandon Holder, Owner Weathertek Construction & Restoration LLC  
Date: 12/14/2025

## Exhibit A – Drawings/Specifications List

Dixon Design Build Group [Drawing Set](#)

As-Built Plan: WDI - As-Built (Engineer Sealed) 12-13-2025.pdf

Construction Plan: WDI - Construction (Engineer Sealed) 12-13-25.pdf

Demo Plan: WDI - Demo (Engineer Sealed) 12-13-25.pdf

Elevation Plan: WDI - Elevation 12-13-25.pdf

Foundation Plan: WDI - Foundation 12-13-25.pdf

## Exhibit C – Schedule/Milestones

### C1. Preface

Exhibit C lists the major contractual milestones. The parties will manage the detailed task schedule in Monday.com. Updates to the Monday.com schedule that do not change the milestone dates are not Change Orders. Any change to milestone dates requires an Owner-approved email Change Order under Section 4.

**Monday.com Coordination Tool Limitation.** Monday.com is used solely as a project coordination and scheduling-visibility tool. It is **not** a contractual document, does **not modify the Agreement**, and shall not affect (i) payment terms, (ii) Owner responsibilities, (iii) Contractor rights, (iv) milestone obligations, or (v) entitlement to extensions, additional compensation, or Change Orders.

Updates or edits made in Monday.com—whether by Owner, Contractor, or any project participant—are for internal coordination only and **shall not be construed as approval, direction, notice, acceleration, delay assignment, or a change to the Contract Schedule or Contract Price.**

Only milestone date changes approved by a written **email Change Order under Section 4** may modify the contractual schedule. No Monday.com entry or update shall impose any additional duties or liabilities on Contractor beyond those expressly stated in the Agreement

## **C2. Milestones**

Site preparation complete: 12/15/2025

Demo complete: 12/19/2025

Rough-in complete (MEP): 12/26/2025

Inspections passed: 01/02/2026

Finishes complete: 01/07/2026

Substantial completion: 01/09/2026

Punch list complete / Final Completion: 01/16/2026

# **Exhibit D – Allowable Costs & Markup Application**

## **D1. Overall Structure**

Owner pays **Allowable Costs actually incurred** in performing the Project, as defined in this Exhibit. Contractor's compensation consists of:

1. Reimbursement of all Allowable Costs; and
2. The applicable Contract Fee, markups, and Project Management/Coordination Fee described herein. This Exhibit is intended solely to clarify which costs qualify as Allowable Costs and how they are reimbursed; it does not alter or limit either party's rights or responsibilities under the Agreement unless expressly stated.

## **D2. Allowable Costs (Reimbursable)**

Allowable Costs include **all reasonable and necessary costs** incurred by Contractor in performing the Scope of Work, including but not limited to the following, with invoices/receipts where applicable:

### **1. Subcontractor Work.**

All subcontracted labor, materials, equipment, overhead, mobilization, demobilization, and related charges.

### **2. Materials and Equipment Purchased for the Project.**

Supplier invoices, delivery charges, taxes, fabrication charges, and equipment rentals used in performance of the Work.

### **3. Permits, Inspection Fees, and Required Testing.**

All local building permits, trade permits, specialty permits, inspection fees, and code-required or Owner-required testing.

#### **4. Labor and Supervision Costs.**

Contractor's field labor, supervision, jobsite coordination, layout, safety compliance, mobilization, and demobilization.

#### **5. Jobsite Support Costs.**

Dumpsters, haul-off, site sanitation, temporary power, temporary protection, consumables, rentals, and all job-specific support items required to perform the Work.

#### **6. Professional Services.**

Engineering, drafting, consultation, surveys, or specialty services required to carry out the Work or required by the Owner, AHJ, or field conditions.

#### **7. Any Other Cost Necessarily Incurred to Perform the Scope of Work.**

To avoid ambiguity, **any cost that is required to execute, support, coordinate, or complete the Work**—and not expressly excluded—is an Allowable Cost. Contractor shall not be required to self-fund or absorb any such cost.

### **D3. What the 20% Markup Does Not Apply To**

The 20% markup does not apply to:

- a) Project Management / Coordination Fee;
- b) Permits and inspection fees (pass-through at actual cost);
- c) Job-specific site support costs (dumpsters, rentals, temporary protection);
- d) Costs caused by Contractor/subcontractor errors or rework required solely due to Contractor/sub error;
- e) Lodging
- f) **However, clarification:**

- Any additional costs arising from **Owner changes, late decisions, design clarifications, unforeseen conditions, or coordination with Owner-supplied materials/equipment are Allowable Costs and fully reimbursable**, and are *not* deemed Contractor error.  
PM fee is a not-to-exceed cap unless increased by Owner-approved email Change Order due to Owner-requested scope expansion or material unforeseen conditions.  
PM fee is reimbursed as incurred and supported by a brief weekly PM summary by email.

#### **D5. Owner-Furnished Materials (No Markup)**

- a) Owner-furnished materials/equipment (including kitchen equipment purchased directly by Owner) are not Allowable Costs and are not subject to Contractor markup.
- b) Installation labor for Owner-furnished items is Allowable Cost per D2 and is subject to markup per D3, but the cost of the Owner-furnished items themselves is not.
- c) If any Owner-furnished item is mistakenly included on a subcontractor or supplier invoice, Contractor will promptly credit or exclude that amount before applying markup.

## **Exhibit B – Insurance & Lien Waiver Requirements**

- **Commercial General Liability (CGL):**  
\$1,000,000 per occurrence / \$2,000,000 general aggregate. Occurrence form; includes products/completed operations.
- **Workers' Compensation:**  
Statutory limits as required by NC law, or documented exemption where legally valid.  
Employers Liability: \$1,000,000 each accident / \$1,000,000 each employee / \$1,000,000 policy limit.
- **Commercial Auto Liability (as applicable to vehicles used on site):**  
\$1,000,000 combined single limit (owned, non-owned, hired autos).
- **Additional Insured:**  
Owner named additional insured on Contractor's CGL and Auto where available.
- **Subcontractors:**  
Contractor shall obtain and maintain COIs from all subcontractors prior to their start on site evidencing coverage consistent with this Exhibit and will provide subcontractor COIs to Owner upon request.
- **Lien Waivers:**  
Unconditional final lien releases at closeout.
- **Preservation of Lien Rights.**  
Nothing in this Agreement shall require Contractor or its subcontractors to waive, release, or impair any lien or bond rights **prior to receiving payment** for the labor, materials, or services covered by such lien rights. Any lien waiver provided shall be **conditional upon actual receipt of funds**.
- **No Pre-Payment Lien Waiver Requirements.**  
Owner may not condition payment on Contractor providing:
  - Advance lien waivers,
  - Indemnities relating to liens filed by others, or
  - Guarantees against subcontractor/supplier filings.Contractor is responsible only for releasing liens for which the Contractor has been **fully paid**.
- **Owner's Protection (Mutuality).**  
Contractor will, at no additional cost to Owner, obtain lien releases from its subcontractors and suppliers **for work they have been paid for**, and will resolve any lien filed due to Contractor or its subs' nonpayment after the Owner has made payment to Contractor for that work.

- **No Right to Withhold Payment for Unrelated Liens.**

Owner may not withhold, reduce, or delay payment to Contractor based on:

- Threatened liens,
- Disputes between Owner and third parties,
- Liens filed for Owner-supplied materials or Owner-directed vendors, or
- Matters outside Contractor's contractual scope.

- **Owner-Direct Vendors.**

Contractor has no responsibility for lien releases, waivers, or payment verification related to **Owner-purchased or Owner-contracted vendors**, including but not limited to Crest Food Service EQ or any other owner-supplied materials or equipment providers.

- **Mutual Cooperation.**





Both parties will cooperate in providing reasonable documentation needed to clear title or process payments, without expanding either party's legal obligations or waiving lien rights prior to payment."

# Audit trail

## Details

FILE NAME	Cost-Plus Addendum to White Doe Inn Kitchen Remodel Contract - 12/14/25, 6:01 PM
STATUS	<span>●</span> Signed
STATUS TIMESTAMP	2025/12/16 23:13:17 UTC

## Activity

 SENT	dave@whitedoeinn.com <b>sent</b> a signature request to: <ul style="list-style-type: none"><li>• Brandon Holder (brandon@weathertekpro.com)</li><li>• David G Roberts (dave@whitedoeinn.com)</li></ul>	2025/12/14 23:01:21 UTC
 SIGNED	<b>Signed</b> by Brandon Holder (brandon@weathertekpro.com)	2025/12/16 23:13:17 UTC
 SIGNED	<b>Signed</b> by David G Roberts (dave@whitedoeinn.com)	2025/12/14 23:02:07 UTC
 COMPLETED	This document has been signed by all signers and is <b>complete</b>	2025/12/16 23:13:17 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.